AGENDA

CITY COUNCIL REGULAR MEETING

July 12, 2022

5:00 PM, City Council Chambers 427 Rio Grande Place



ZOOM

Join from a PC, Mac, iPad, iPhone or Android device:

Please click this URL to join.

https://zoom.us/j/93791461245?pwd=c2xURHcvTkxvV1QrcnZYV1FUWEVNQT09

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US: +1 669 900 6833

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I. CALL TO ORDER

II. ROLL CALL

III. SCHEDULED PUBLIC APPEARANCES

IV. CITIZENS COMMENTS & PETITIONS

(Time for any citizen to address Council on issues NOT scheduled for a public hearing. Please limit your comments to 3 minutes)

V. SPECIAL ORDERS OF THE DAY

- a) Councilmembers' and Mayor's Comments
- b) Agenda Amendments
- c) City Manager's Comments
- d) Board Reports

VI. CONSENT CALENDAR

(These matters may be adopted together by a single motion)

VI.A. Resolution #078, Series of 2022 - Contract with Revision, Inc. for Replacement of the

- HomeTrek Customer Portal
- VI.B. Resolution #081, Series of 2022 Contract with Raftelis Financial Consultants, Inc. for Utilities Water and Electric Rate Study and Plan
- VI.C. Resolution #082, Series of 2022 Approval of Professional Services
 Agreement-Harry Teague Architects-Red Brick Public Corridor & Gallery Design
- VI.D. Resolution #086, Series of 2022 Draft Memorandum of Understanding Regarding Roaring Fork Transportation Authority 2023-2028 Regional Bikeshare Services
- VI.E. Resolution #087, Series of 2022 Rio Grande Parking Garage Fire Sprinkler System Replacement Contract Approval
- VI.F. Resolution #088, Series of 2022 GoEV City Resolution
- VI.G. Resolution #089, Series 2022 Entrance to Aspen Public Education and Communication Services Contract
- VI.H. Resolution #091, Series of 2022 Maroon Creek Gorge Trail Rehabilitation Contract with Progressive Trail Design
- VI.I. Draft Minutes of June 28th, 2022

VII. NOTICE OF CALL-UP

- VII.A. HPC Approval for 204 S. Galena Minor Development Review and Commercial Design Review
- VII.B. P&Z approval for 624 E. Cooper Avenue Commercial Design Review

VIII. FIRST READING OF ORDINANCES

IX. PUBLIC HEARINGS

IX.A. Ordinance #12, Series of 2022, 949 W. Smuggler AspenModern Voluntary Landmark Designation, Growth Management, Subdivision and TDR, and Notice of Call-Up of HPC Resolution #7, Series of 2022

X. ACTION ITEMS

- X.A. Resolution #090, Series of 2022 Family and Medical Leave Insurance (FAMLI) Program Opt Out
- X.B. Resolution #092, Series of 2022 Requests to Pay Fee-in-Lieu in Providing Affordable Housing Mitigation

XI. ADJOURNMENT



MEMORANDUM

TO: Mayor Torre and City Council

FROM: Matthew Gillen, APCHA Director

THROUGH: Sara Ott, City Manager

MEMO DATE: July 1, 2022

MEETING DATE: July 12, 2022

RE: Resolution #078, Series of 2022 -- Contract with Revision, Inc. for

Replacement of the HomeTrek™ Customer Portal

REQUEST OF COUNCIL: Staff requests a contract award to Revision, Inc. in the amount of \$372,000 for replacement and first year post-go-live support of a new Customer Portal for the Aspen Pitkin County Housing Authority's (APCHA) HomeTrek™ system.

BACKGROUND: Since January 2021, APCHA has used the Salesforce HomeTrek[™] online Community Portal (the Customer Portal) for:

- Qualifications
- Bids for purchasing units
- Access to unit information for owners
- Reporting of compliance concerns
- General property management such as payment of rent and requests for maintenance
- Viewing of available inventory
- Submittal of capital improvement documentation
- Initiating a listing for a sales unit

The Salesforce Portal also provides access to information, documents and other resources pertaining to the APCHA program.

However, use of the Salesforce Portal carries an expense per login. In addition, while APCHA has improved the portal, it is not yet providing the streamlined, accurate, easy to use experience that APCHA desires for its customers. Those shortcomings have made full adoption and use problematic.

DISCUSSION: After extensive internal discussion of needs and requirements, APCHA issued an RFP in February 2022 to solicit proposals for improvements to, or replacement

of, the external customer portal. Of note, these proposed improvements will not alter the backend administrative Salesforce system used by APCHA staff.

A cross-functional team comprised of representatives from APCHA, Administrative Services, Strategy and Innovation, and Information Technology reviewed and evaluated proposals from two vendors. In evaluating the vendors, the review team considered:

- 1. Cost
- 2. Company and project team experience with similar projects
- 3. Project approach and timeline
- 4. Match between proposed solution and project requirements
- 5. Product licensing, warranty and on-going support approach

After two rounds of interviews, reference checks, and scoring, the project team selected Revision, Inc. as the successful vendor.

The proposed contract with Revision, Inc. includes:

- Replacing the current Salesforce customer portal with one built using WordPress and Revision's REVSynch product. REVSynch will integrate WordPress with the APCHA HomeTrek™ back-end database and with SharePoint.
- Providing access to other necessary online products, such as Paymentus
- Hosting and support of the WordPress site
- Providing Security as a Service

The new solution will provide enhanced service to customers, simplify portal and website administration for staff, and reduce or eliminate Salesforce community portal costs.

FINANCIAL/BUDGET IMPACTS: Staff recommends awarding the contract to Revision, Inc. based on their qualifications and responsiveness. The proposed project funding and expenditures are outlined below:

Total Proposed Project Expenditures

	Total Proposed Project Expenditures	\$ 372,000.00
	 b. Hosting + Security as a Service (starting at go-live) 	\$ 22,500.00
	 a. Annual support (starting at go-live) 	\$ 60,000.00
2.	Revision Inc. Services Starting Post-Go-Live	
1.	Revision Inc. Professional Services	\$ 289,500.00

The costs for Professional Services are anticipated to be paid in 2022. The funds are available from the existing HomeTrek[™] budget as appropriated in the carryforward budget, within the \$355,810 included in the 2022 Spring Supplemental process.

The support, hosting and security-as-a-service expenses will occur in 2023. These expenses will be included in APCHA's 2023 annual budget request. The support services costs are flexible, and APCHA may choose to reduce these annual expenses as staff gain experience with administration of the system. The same is true of the

hosting and security services agreement: as APCHA staff become more familiar with the system, APCHA may choose to bring hosting or certain security tasks in-house to reduce expenses. However, for year one, APCHA's preference is for robust professional support from Revision.

ENVIRONMENTAL IMPACTS: This acquisition continues APCHA's commitment to providing online, paperless solutions for staff and customers.

ALTERNATIVES: The alternative is to continue to use the existing HomeTrek[™] portal.

RECOMMENDED ACTION: Staff requests the Council approve the contract with Revision, Inc. for \$372,000 for:

- A new HomeTrek™ community portal using WordPress and REVSynch
- Integration with the existing HomeTrek[™] backend administrative system and with SharePoint
- Revision, Inc. hosting, support and Security as a Service.

CITY MANAGER COMMENTS:

ATTACHMENTS

A: Contract with Revision, Inc. to replace the APCHA HomeTrek™ customer portal, provide hosting, provide support and provide security-as-a-service

B: Resolution #078 Series of 2022

ATTACHMENT B

RESOLUTION #078

(Series of 2022)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ASPEN, COLORADO, APPROVING A CONTRACT BETWEEN REVISION, INC. AND THE CITY OF ASPEN FOR SOFTWARE AND PROFESSIONAL SERVICES, AUTHORIZING THE CITY MANAGER TO EXECUTE SAID CONTRACT ON BEHALF OF THE CITY OF ASPEN, COLORADO

WHEREAS, there has been submitted to the City Council a not-to-exceed contract between the City of Aspen and Revision, Inc. which is attached hereto as Attachment A in the amount of \$372,000 for professional services and fees for developing and deploying an online customer portal for the HomeTrek™ system; hosting of the portal; and ongoing support and Security as a Service;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ASPEN, COLORADO,

That the City Council of the City of Aspen hereby approves the contract between the City and Revision, Inc., a copy of which is incorporated herein, for \$372,000 and hereby does authorize the City Manager to execute said agreement on behalf of the City of Aspen

INTRODUCED AND READ AND ADOPTED BY THE City Council of the City of Aspen on the 12th day of July 2022.

	Torre, Mayor
3 3 11	ty Clerk do certify that the foregoing is a true and e City Council of the City of Aspen, Colorado, at a meeting
	Nicole Henning, City Clerk



CITY OF ASPEN STANDARD FORM OF AGREEMENT V 2009

PROFESSIONAL SERVICES AND SOFTWARE AGREEMENT SAMPLE

City of Aspen Contract No.: 2022-004

AGREEMENT made as of 12th day of July, in the year 2022

BETWEEN the City:

The City of Aspen c/o Bethany Spitz 18 Truscott Place Aspen, Colorado 81611 Phone: (970) 920-5137

And Professional:

Company legal name: Revision, Inc.

C/O Khalil Nasser, CEO

1337 Delaware St. Denver, CO 80204 Phone: 303-618-0799

Contract Amount:

Total: \$372,000

If this Agreement requires the City to pay an amount of money in excess of \$50,000.00 it shall not be deemed valid until it has been approved by the City Council of the City of Aspen.

City Council Approval:

Date: July 12, 2022 Resolution No. 2022-078

For the Following Project:

A new HomeTrekTM Customer Portal, including1) development and deployment of the portal; 2) hosting; 3) ongoing support; and 4) Security as a Service

Exhibits appended and made a part of this Agreement:

Exhibit A: Scope of Work

Exhibit B: Fee and Expense Schedule Exhibit C: Revision, Inc. Proposal Exhibit D: Service Level Agreement

The City and Professional (Revision, Inc.) agree as set forth below.

- 1. <u>Scope of Work.</u> Professional shall provide all software indicated in this agreement and perform in a competent and Professional manner the Statement of Work as set forth at **Exhibit A** attached hereto and by this reference incorporated herein,
- **Completion: Standard of Performance.** Professional is obligated to fulfill the full Scope of Work included in this contract. Professional shall commence Work immediately upon receipt of a written Notice to Proceed from the City and complete all phases of the Scope of Work as expeditiously as is consistent with Professional skill and care and the orderly progress of the Work in a timely manner. The parties anticipate that all Work to replace the current APCHA Salesforce HomeTrekTM portal pursuant to this Agreement shall be completed no later than December 31, 2022, at which point in time ongoing services will commence. Upon request of the City, Professional shall submit, for the City's approval, a schedule for the performance of Professional's services which shall be adjusted as required as the project proceeds, and which shall include allowances for periods of time required by the City's project manager for review and approval of submissions and for approvals of authorities having jurisdiction over the project. This schedule, when approved by the City, shall not, except for reasonable cause, be exceeded by Professional.

Except as may otherwise be provided in a Scope of Work, the City shall have the right to promptly test and inspect whether each deliverable due under a Scope of Work conforms to the requirements of this Agreement in all material respects. If a Deliverable does not so conform, the City must give Professional notice describing the non-conformity ("Rejection Notice"). The City will provide such Notice within an agreed upon Test Period for each deliverable, the time period of which will be jointly agreed to by the City and Professional for each deliverable. The City will in a timely manner collaborate with Professional to establish an Extension to the Test Period should it be anticipated that the originally agreed to Test Period will be insufficient for any reason. Professional shall not unreasonably withhold such an Extension of a Test Period. Should no Extension of the Test Period be requested by the City within the originally agreed to Test Period or a subsequent Extension of the Test Period and should no Reject Notice be received by Professional from the City within the agreed upon Test Period or a subsequent Extension Test Period, then the deliverable will be considered to be accepted. A Request for Extension or a Rejection Notice shall be deemed to be delivered to Professional at the date and time it is emailed from the City to Professional.

Upon receipt of a Rejection Notice, Professional will use commercially reasonable efforts to cause the Deliverable to conform to the requirements in all material respects.

The project timelines set forth in this Contract assume that the City and Professional will proceed with reasonable efforts to provide timely deliverables, and provide timely and reasonable feedback, decision-making, access, resources and other such support as may be needed to successfully complete the Scope of Work. Failure to provide such support, on the part of either party, may impact the timing of the project.

Except as expressly set forth in this agreement, Professional disclaims all warranties, whether express, implied or statutory. Professional will not be responsible for nonconformities arising from inaccurate, inauthentic or incomplete data or information provided by or through the City, or for failures or delays arising from lack of cooperation. Professional disclaims all responsibility for the provision, use and functionality of third-party services, software and products, including salesforce.com. Professional, as the prime contractor, warrants the quality and functionality of its work, including configurations and customizations it performs as a part of this contract, for a period of 30 days beyond full deployment of the system, defined as go-live of the last phase of the project. Nothing in this paragraph shall be

deemed to excuse Professional from any liability or consequences due to negligence, from the requirements in Section 4, or from the responsibility of any other section of this contract.

Professional shall be fully responsible for all acts and omissions of its subcontractors to the same extent that Professional is responsible for the acts and omissions of persons directly employed by it.

The final deliverables to be provided by the Professional shall conform to the specifications described in the Statement of Work and other approved documents developed in the course of this project to detail final specifications and agreements for work. Where deliverables, including software functionality and security, are reported as not conforming to the applicable specifications, the Professional shall correct all such non-conformances that are reported to Professional within a period of thirty (30) days unless a different time period is mutually agreed upon in writing by the City and the Professional.

Payment. In consideration of the work performed, City shall pay Professional for all work performed. The fees for work performed by Professional and associated annual software licenses and services shall not exceed those rates set forth in **Exhibit B** appended hereto. Except as otherwise mutually agreed to by the parties the payments made to Professional shall not initially exceed the amount set forth above. Professional shall submit, in timely fashion, invoices for work performed. The City shall review such invoices and, if they are considered incorrect or untimely, the City shall review the matter with Professional within ten (10) days from receipt of Professional's bill.

Professional shall provide detailed milestone invoices to City for work completed. Invoices must include a description for each line item charged Approved invoices shall be paid in net 30 days from the date received by the City.

- **1. Disputed Fees.** In the event that City disputes, in good faith, any charges on an invoice, it shall notify Revision, Inc of such dispute within seven (7) business days of the receipt of the respective invoice and the parties shall resolve the dispute in good faith within fourteen (14) calendar days following City's notice to Revision, Inc. thereof. The City shall hold back payment on any disputed invoice until all issues are fully resolved.
- **Fund Availability.** Financial obligations of the City payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted and otherwise made available. If this Agreement contemplates the City utilizing state or federal funds to meet its obligations herein, this Agreement shall be contingent upon the availability of those funds for payment pursuant to the terms of this Agreement.
- **Mon-Assignability.** Both parties recognize that this Agreement cannot be transferred, assigned, or sublet by either party without prior written consent of the other, except to its wholly owned subsidiaries. Subcontracting, if authorized, shall not relieve Professional of any of the responsibilities or obligations under this Agreement. Professional shall be and remain solely responsible to the City for the acts, errors, omissions or neglect of any subcontractors' officers, agents and employees., each of whom shall, for this purpose be deemed to be an agent or employee of Professional to the extent of the subcontract. The City shall not be obligated to pay or be liable for payment of any sums due which may be due to any subcontractor.

Professional shall fully inform each of its permitted subcontractors hereunder of all of the provisions and requirements of this Agreement relating to the work to be performed and/or the services or materials to be furnished under such subcontract. Without limiting the generality of the foregoing, Professional will not disclose any confidential information of the City to any third party subcontractor unless and until such subcontractor has agreed in writing to protect the confidentiality of such confidential information in a manner that is no less restrictive than that required of Professional under this Agreement, and then only to the extent necessary for such subcontractor to perform the services subcontracted to it.

- 7. Successors and Assigns. This Agreement and all of the covenants hereof shall inure to the benefit of and be binding upon the City and Professional respectively and their agents, representatives, employee, successors, assigns and legal representatives. Neither the City nor Professional shall have the right to assign, transfer or sublet its interest or obligations hereunder without the written consent of the other party.
- **8.** Third Parties. This Agreement does not and shall not be deemed or construed to confer upon or grant to any third party or parties, except to parties to whom Professional or City may assign this Agreement in accordance with the specific written permission, any right to claim damages or to bring any suit, action or other proceeding against either the City or Professional because of any breach hereof or because of any of the terms, covenants, agreements or conditions herein contained.
- **Termination of Professional Services, Hosting, and Security as a Services** Professional or the City may terminate this Agreement, without specifying the reason therefor, by giving notice of 30 days, in writing, addressed to the other party, specifying the effective date of the termination; provided, however, that neither party will terminate this Agreement for breach without first giving the other party three (3) days to cure the breach. Upon termination of the Agreement the City will compensate Professional for fees earned up to the effective date of termination, according to the phasing schedule in Exhibits A and B. Breach includes but may not be limited to negligence, major defects, or repeated moderate defects.

Upon any termination, all finished or unfinished deliverables specified in the Scope of Work (such as documents, data, studies, surveys, drawings, maps, models, photographs, reports or other material prepared by Professional pursuant to this Agreement) shall become the property of the City and shall be returned to the City or made available to the City to easily retrieve. Professional may store, but not use or share, the City data in its system for a period of up to twelve (12) months.

The parties agree that on the termination of the provision of the services, Professional shall, at the choice of the City, return all the personal data transferred including any data storage media supplied to Professional, and the copies thereof to the City or shall destroy all the personal data and certify to the City that it has done so, unless legislation imposed upon Professional prevents it from returning or destroying all or part of the personal data transferred. In that case, Professional warrants that it will guarantee the confidentiality of the personal data transferred and will not actively process the personal data transferred anymore.

10. <u>Independent Contractor Status.</u> It is expressly acknowledged and understood by the parties that nothing contained in this agreement shall result in or be construed as establishing an employment relationship. Professional shall be, and shall perform as, an independent Contractor who agrees to use his or her best efforts to provide the said services on behalf of the City. No agent, employee, or servant

of Professional shall be, or shall be deemed to be, the employee, agent or servant of the City. City is interested only in the results obtained under this contract. The manner and means of conducting the work are under the sole control of Professional. None of the benefits provided by City to its employees including, but not limited to, workers' compensation insurance and unemployment insurance, are available from City to the employees, agents or servants of Professional. Professional shall be solely and entirely responsible for its acts and for the acts of Professional's agents, employees, servants and subcontractors during the performance of this contract. Professional shall indemnify City against all liability and loss in connection with, and shall assume full responsibility for payment of all federal, state and local taxes or contributions imposed or required under unemployment insurance, social security and income tax law, with respect to Professional and/or Professional's employees engaged in the performance of the services agreed to herein.

Indemnification and Liability Limits. Professional agrees to indemnify and hold harmless the 11. City, its officers, employees, insurers, and self-insurance pool, from and against all liability, claims, and demands, on account of injury, loss, or damage, including without limitation claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with this contract, to the extent and for an amount represented by the degree or percentage such injury, loss, or damage is caused in whole or in part by, or is claimed to be caused in whole or in part by, the wrongful act, omission, error, professional error, mistake, negligence, or other fault of the Professional, any subcontractor of the Professional, or any officer, employee, representative, or agent of the Professional or of any subcontractor of the Professional, or which arises out of any workmen's compensation claim of any employee of the Professional or of any employee of any subcontractor of the Professional. The Professional agrees to investigate, handle, respond to, and to provide defense for and defend against, any such liability, claims or demands at the sole expense of the Professional, or at the option of the City, agrees to pay the City or reimburse the City for the defense costs incurred by the City in connection with, any such liability, claims, or demands. If it is determined by the final judgment of a court of competent jurisdiction that such injury, loss, or damage was caused in whole or in part by the act, omission, or other fault of the City, its officers, or its employees, the City shall reimburse the Professional for the portion of the judgment attributable to such act, omission, or other fault of the City, its officers, or employees.

12. <u>Professional's Insurance</u>.

- (a) Professional agrees to procure and maintain, at its own expense, a policy or policies of insurance sufficient to insure against all liability, claims, demands, and other obligations of Professional pursuant to Section 14 below (Completeness of Agreement). Such insurance shall be in addition to any other insurance requirements imposed by this contract or by law. Professional shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to Section 11 (Indemnification) above by reason of its failure to procure or maintain insurance, or by reason of its failure to procure or maintain insurance in sufficient amounts, duration, or types.
- (b) Professional shall procure and maintain and shall cause any subcontractor of Professional to procure and maintain, the minimum insurance coverages listed below. Such coverages shall be procured and maintained with reputed insurers/ reinsurers. All coverages shall be continuously maintained to cover all liability, claims, demands, and other obligations of Professional pursuant to Section 11 (Indemnification) above. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.

- (i) Worker's Compensation insurance to cover obligations imposed by applicable laws for any employee engaged in the performance of work under this contract, and Employers' Liability insurance with minimum limits of ONE MILLION DOLLARS (\$1,000,000.00) for each accident, ONE MILLION DOLLARS (\$1,000,000.00) disease policy limit, and ONE MILLION DOLLARS (\$1,000,000.00) disease each employee. Evidence of qualified self-insured status may be substituted for the Worker's Compensation requirements of this paragraph.
- (ii) Commercial General Liability insurance with minimum combined single limits of TWO MILLION DOLLARS (\$2,000,000.00) each occurrence and THREE MILLION DOLLARS (\$3,000,000.00) aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, independent contractors, products, and completed operations. The policy shall include coverage for explosion, collapse, and underground hazards. The policy shall contain a severability of interests provision.
- (iii) Comprehensive Automobile Liability insurance with minimum combined single limits for bodily injury and property damage of not less than ONE MILLION DOLLARS (\$1,000,000.00) each occurrence and ONE MILLION DOLLARS (\$1,000,000.00) aggregate with respect to each Professional's owned, hired and non-owned vehicles assigned to or used in performance of the Scope of Work. The policy shall contain a severability of interests provision. If the Professional has no owned automobiles, the requirements of this Section shall be met by each employee of the Professional providing services to the City under this contract.
- (iv) *Professional Liability* insurance with the minimum limits of ONE MILLION DOLLARS (\$1,000,000) each claim and TWO MILLION DOLLARS (\$2,000,000) aggregate.
- (c) The policy or policies required above (except for Workers Compensation, Employer's Liability and Professional Liability) shall be endorsed to include the City and the City's officers and employees as additional insureds. Every policy required above shall be primary insurance, and any insurance carried by the City, its officers or employees, or carried by or provided through any insurance pool of the City, shall be excess and not contributory insurance to that provided by Professional. No additional insured endorsement to the policy required above shall contain any exclusion for bodily injury or property damage arising from completed operations. Professional shall be solely responsible for any deductible losses under any policy required above.
- (d) The certificate of insurance provided to the City shall be completed by Professional's insurance agent as evidence that policies providing the required coverages, conditions, and minimum limits are in full force and effect, that Professional confirm that the coverages afforded under the policies shall not be canceled, terminated or materially changed until at least thirty (30) days prior written notice has been given to the City.
- (e) Failure on the part of Professional to procure or maintain policies providing the required coverages, conditions, and minimum limits shall constitute a material breach of contract upon

which after providing 15 days prior notice to Professional, City may at its discretion procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by City shall be repaid by Professional to City upon demand, or City may offset the cost of the premiums against monies due to Professional from City.

- (f) The parties hereto understand and agree that City is relying on, and does not waive or intend to waive by any provision of this contract, the monetary limitations (presently \$350,000.00 per person and \$990,000 per occurrence) or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, Section 24-10-101 *et seq.*, C.R.S., as from time to time amended, or otherwise available to City, its officers, or its employees.
- 13. <u>City's Insurance</u>. The parties hereto understand that the City is a member of the Colorado Intergovernmental Risk Sharing Agency (CIRSA) and as such participates in the CIRSA Property/Casualty Pool. Copies of the CIRSA policies and manual are kept at the City of Aspen Risk Management Department and are available to Professional for inspection during normal business hours. City makes no representations whatsoever with respect to specific coverages offered by CIRSA. City shall provide Professional reasonable notice of any changes in its membership or participation in CIRSA.
- **14.** Completeness of Agreement. It is expressly agreed that this agreement contains the entire undertaking of the parties relevant to the subject matter thereof and there are no verbal or written representations, agreements, warranties or promises pertaining to the project matter thereof not expressly incorporated in this writing. If any of the provisions of this Agreement shall be held invalid, illegal or unenforceable it shall not affect or impair the validity, legality or enforceability of any other provision.
- 15. <u>Waiver</u>. The waiver by the City of any term, covenant, or condition hereof shall not operate as a waiver of any subsequent breach of the same or any other term. No term, covenant, or condition of this Agreement can be waived except by the written consent of the City, and forbearance or indulgence by the City in any regard whatsoever shall not constitute a waiver of any term, covenant, or condition to be performed by Professional to which the same may apply and, until complete performance by Professional of said term, covenant or condition, the City shall be entitled to invoke any remedy available to it under this Agreement or by law despite any such forbearance or indulgence.

16. Integration and Modification

This written Agreement along with the Exhibits shall constitute the contract between the parties and supersedes or incorporates any prior written and oral agreements of the parties.

The parties acknowledge and understand that there are no conditions or limitations to this understanding except those as contained herein at the time of the execution hereof and that after execution no alteration, change or modification shall be made except upon a writing signed by the parties.

Modifications to the Statement of Work shall be mutually agreed upon in writing between the parties and will be governed by the terms and conditions of this Agreement. Changes in scope will include modifications to the Statement of Work and any applicable milestone payments, with the exception of clarifications of the details of the scope, or substantially equal substitutions.

Professional shall not be obligated to provide the work required by a change in the Statement of Work until such time as a change order is agreed to in writing by both Professional and the City. Any work

outside the scope of the agreement and done so prior to the mutual agreement in writing of a change order is done at Professional's sole expense. Minor changes associated with the finalization and clarification of requirements as occurs during the design phase of the project will not result in additional expense to the City, nor will substantially equal substitutions.

17. Notice. Any written notices as called for herein may be hand delivered or mailed by certified mail return receipt requested to the respective persons and/or addresses listed herein:

REVISION, INC.

Attn: Khalil Nasser, CEO 1337 Delaware St. Denver, CO 80204

Email: Khalil.nasser@revisioninc.com

City of Aspen

Attn: Bethany Spitz, APCHA 18 Truscott Place Aspen, CO 81611 Bethany.spitz@aspen.gov

18. Worker Without Authorization – CRS §8-17.5-101 & §24-76.5-101

Purpose. During the 2021 Colorado legislative session, the legislature passed House Bill 21-1075 that amended current CRS §8-17.5-102 (1), (2)(a), (2)(b) introductory portion, and (2)(b)(III) as it relates to the employment of and contracting with a "worker without authorization" which is defined as an individual who is unable to provide evidence that the individual is authorized by the federal government to work in the United States. As amended, the current law prohibits all state agencies and political subdivisions, including the Owner, from knowingly hiring a worker without authorization to perform work under a contract, or to knowingly contract with a Consultant who knowingly hires with a worker without authorization to perform work under the contract. The law also requires that all contracts for services include certain specific language as set forth in the statutes. The following terms and conditions have been designed to comply with the requirements of this new law.

Definitions. The following terms are defined by this reference are incorporated herein and in any contract for services entered into with the Owner.

- .1 "E-verify program" means the electronic employment verification program created in Public Law 208, 104th Congress, as amended, and expanded in Public Law 156, 108th Congress, as amended, that is jointly administered by the United States Department of Homeland Security and the social security Administration, or its successor program.
- .2 "Department program" means the employment verification program established pursuant to Section 8-17.5-102(5)(c).
- .3 "Public Contract for Services" means this Agreement.
- .4 "Services" means the furnishing of labor, time, or effort by a Consultant or a subconsultant not involving the delivery of a specific end product other than reports that are merely incidental to the required performance.
- .5 "Worker without authorization" means an individual who is unable to provide evidence that the individual is authorized by the federal government to work in the United States

By signing this document, Consultant certifies and represents that at this time:

- 1. Consultant shall confirm the employment eligibility of all employees who are newly hired for employment to perform work under the public contract for services; and
- 2. Consultant has participated or attempted to participate in either the e verify program or the department program in order to verify that new employees are not workers without authorization.

Consultant hereby confirms that:

- 1. Consultant shall not knowingly employ or contract with a worker without authorization to perform work under the Public Contract for Services.
- 2. Consultant shall not enter into a contract with a subconsultant that fails to certify to the Consultant that the subconsultant shall not knowingly employ or contract with a worker without authorization to perform work under the Public Contract for Services.
- 3. Consultant has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under the public contract for services through participation in either the e-verify program or the department program.
- 4. Consultant shall not use the either the e-verify program or the department program procedures to undertake pre-employment screening of job applicants while the Public Contract for Services is being performed.
- If Consultant obtains actual knowledge that a subconsultant performing work under the Public Contract for Services knowingly employs or contracts with a worker without authorization, Consultant shall:
- 1. Notify such subconsultant and the Owner within three days that Consultant has actual knowledge that the subconsultant is employing or subcontracting with a worker without authorization: and
- 2. Terminate the subcontract with the subconsultant if within three days of receiving the notice required pursuant to this section the subconsultant does not stop employing or contracting with the worker without authorization; except that Consultant shall not terminate the Public Contract for Services with the subconsultant if during such three days the subconsultant provides information to establish that the subconsultant has not knowingly employed or contracted with a worker without authorization.

Consultant shall comply with any reasonable request by the Colorado Department of Labor and Employment made in the course of an investigation that the Colorado Department of Labor and Employment undertakes or is undertaking pursuant to the authority established in Subsection 8-17.5-102 (5), C.R.S.

If Consultant violates any provision of the Public Contract for Services pertaining to the duties imposed by Subsection 8-17.5-102, C.R.S. the Owner may terminate this Agreement. If this Agreement is so terminated, Consultant shall be liable for actual damages to the Owner arising out of Consultant's violation of Subsection 8-17.5-102, C.R.S.

It is agreed that neither this agreement nor any of its terms, provisions, conditions, representations or covenants can be modified, changed, terminated or amended, waived, superseded or extended except by appropriate written instrument fully executed by the parties.

If any of the provisions of this agreement shall be held invalid, illegal or unenforceable it shall not affect or impair the validity, legality or enforceability of any other provision.

19. Confidentiality and Proprietary Rights.

Certain information furnished or disclosed by Professional or the City (the "Disclosing Party") to the other (the "Receiving Party") in connection with the performance of their respective obligations under this Agreement may contain or reflect confidential information with respect to the disclosing party. "Confidential Information" means all information disclosed by the Disclosing Party to the Receiving Party under this Agreement that is clearly marked or otherwise clearly designated as "confidential" or that is or should reasonably be understood by the Receiving Party to be confidential. The Disclosing Party's Confidential Information shall not include any information that: (i) is or becomes part of the public domain through no act or omission of the other party; (ii) the Receiving Party can demonstrate was in its lawful possession prior to the disclosure and had not been obtained by it either directly or indirectly from the Disclosing Party; (iii) the Receiving Party can demonstrate was independently developed by the Receiving Party without access to the party's Confidential Information; or (iv) the Receiving Party can demonstrate was received from a third party without breach of any confidentiality obligation.

To the extent permitted by public disclosure laws, the Receiving Party agrees to hold the Disclosing Party's Confidential Information in strict confidence, not to disclose such Confidential Information to third parties not authorized by the Disclosing Party to receive such Confidential Information, and not to use such Confidential Information for any purpose except to perform its obligations under this Agreement. The foregoing prohibition on disclosure of Confidential Information shall not apply to the extent Confidential Information is required to be disclosed by the Receiving Party as a matter of law or by order of a court, provided that: (i) the Receiving Party uses reasonable efforts to provide the Disclosing Party with prior notice of such obligation to disclose to allow the Disclosing Party to obtaining a protective order from such disclosure; and (ii) the Receiving Party only discloses that portion of Confidential Information which it reasonably believes, based on the advice of counsel, is required to be disclosed.

Nothing contained in this Agreement shall restrict either party from the use of any general ideas, concepts, know-how, methodologies, processes, technologies, algorithms or techniques retained in the unaided mental impressions of such party's personnel relating to the Services which either party, individually or jointly, develops or discloses under this Agreement ("Residual Knowledge"); provided, however, that in doing so such party does not (a) infringe the intellectual property rights of the other party or third parties who have licensed or provided materials to the other party, or (b) breach its confidentiality obligations under this Agreement.

20. Technical Support and Personnel

(a) <u>Representative</u>: Professional and City shall each appoint appropriate representatives to deal with operational services and transitions as may be necessary for the purpose of implementing this Agreement.

- (b) <u>Personnel</u>. Professional shall recruit and maintain personnel (i) adequately trained and skilled to perform its obligations under this Agreement and (ii) possessing at least such training, knowledge and experience as is regarded as industry standard in the provision of the tasks to which they are assigned. The City reserves the right to request new personnel at any point during the project at Professional expense. Professional shall bear the cost to train and/or familiarize new personnel regardless of the circumstances for having to do so.
- **21. Work Phases.** The details of the work associated with each phase, along with the deliverables and the duration/delivery dates, are defined in Exhibit A, the Statement of Work.

22. <u>Professional's Responsibilities</u>

- To appoint suitable Project Manager(s) and team of consultants as required for the project.
- To adhere to the time schedules, quality expectations and budget specified.
- To obtain necessary sign-off/acceptances from the City.
- To report the ongoing status of the project to the City.
- To define standards and procedures to be used
- To effectively communicate requirements and standards to the technical team
- To assure the technical team accurately and efficiently codes/customizes the system
- To assure that solutions meet performance and other requirements of all products involved in the solution
- To assure that deliverables are ready for user testing prior to sending them to the City
- To resolve bugs and issues in a timely manner, per the parameters of Section 2 of this agreement
- To maintain historic versions (where applicable)
- To deliver a fully functional, reliable customer portal that meets the Acceptance Criteria in Section 28, including the work and functionalities described in Exhibit A.

25. City's Responsibilities

- To identify and depute suitable person (s) for co-ordination with Professional.
- To provide information to Professional pertaining to City organization, procedures, and existing systems wherever applicable.
- To provide necessary tools/facilities to Professional where mutually agreed upon.
- To inform Professional immediately about any factors possibly affecting the scope of the project or its successful implementation.
- To protect Professional proprietary information if applicable
- To collaborate with the Professional to prepare the acceptance plan and perform acceptance testing
- To communicate testing success or rejection in a timely manner, per the parameters of Section 2 of this agreement

26. Joint Responsibilities

• To conduct joint reviews of the project at the mutually agreed stages.

- To co-operate and ensure timely, free flow of information
- Additional joint responsibilities as specified in Exhibit A, Statement of Work, particularly with respect to communication and project management

27. System and Network Security, Access, Software and Tools

(a) Security Procedures and practices

Professional is required to implement and maintain security procedures and practices that protect City owned data and personal identifying information (PII) from unauthorized access, use, modification, disclosure, or destruction. Professional shall use industry-standard best practices and up to date security tools, technologies and procedures to protect such data and PII. Professional shall prevent the transfer of malicious software that could infect City computers, systems, or networks to City computers via the connection from the Professional's system. Professional represents that its security measures do, and will at all times, comply with any security requirements outlined in Section 28 below. At its discretion, the City may require additional specific security measures to protect its data, network access, software and tools. Professional agrees to comply with all such provisions in the course of its work, before and after go-live. After go-live, Professional agrees to provide the Security as a Service provisions as outlined in Exhibits A and B, and as further specified below.

(b) Data Security Breaches and Reporting Procedures

The City is required by Colorado Statutes (CRS 6-1-716) to notify its residents of a Data Security Breach involving their personal identifying information. Professional is under a strict obligation to notify the City of a Data Security Breach within 24 hours of the Professional becoming aware of a possible breach of their systems. In the event of a breach the Professional is required to provide those details that are known about the breach to the City. Such details include, but are not limited to the following:

- How the breach was stopped and access to the system removed.
- The date and time, estimated date and time, or estimated date range of the security breach;
- A description of all the information that was acquired or potentially acquired as part of the security breach;
- What format the information would have been in and how likely would it be that information could become readable by whomever perpetrated the breach.

The Professional's requirement for notifying the City is not to be delayed in order to complete a forensics investigation or because further research might be needed. Additional information that may be developed later will be shared with the City as it becomes available. The Professional agrees to provide any reasonable assistance as is required by the City to facilitate the handling of any Data Security Breach in an expeditious and compliant manner. The Professional will provide the City a remediation plan for repair of the system, mitigation of any known vulnerabilities, and prevention of future beaches.

In the event of a Data Security Breach at City's location, City will alert the Professional about the incident within 24 hours of the City becoming aware of the breach. The City will work with the Professional to determine if any additional security controls are to be implemented.

This provision does not preclude the City from seeking a remedy via court in the State of Colorado.

(c) Resolution of disputes regarding Personal Data

In the event of a dispute or claim concerning the processing of Personal Data against either or both parties, the Parties will inform each other about any such disputes or claims, and will cooperate with a view to settling them amicably in a timely fashion.

The Parties agree to respond to any generally available non-binding mediation procedure initiated by either of the parties. If they do participate in the proceedings, the parties may elect to do so remotely (such as by telephone or other electronic means). The Parties also agree to consider participating in any other arbitration, mediation or other dispute resolution proceedings developed for data protection disputes.

Each Party shall abide by a decision of a competent court in the State of Colorado.

28. Warranty.

(a) Professional will provide 30 days of warranty support to address critical (Severity 1) and high severity (Severity 2) issues only. The warranty period starts immediately on completion of production deployment (go-live). The completion of the production deployment will be identified by APCHA confirming, in writing, that the system is ready for promotion to production and that defined User Acceptance Testing has been completed and defects resolved. The definitions of Severity 1 and Severity 2 are provided below:

1. Severity 1 - Critical:

A bug in the REVISION delivered software code or configuration that will result in: A
complete or substantial loss of service functionality or accuracy with no credible
workaround, for one or more core APCHA business services.

2. Severity 2 - High:

• A bug in the Portal delivered software code or configuration that will result in: The functionality of the software being adversely affected, but can be circumvented, or Certain functions within the software being disabled, but the Software remains operable for key APCHA business services.

The Warranty Period warrants that:

- Work performed in connection with the agreement was performed in a competent, professional and workmanlike manner, and of industry standard quality;
- Work performed and deliverables comply with applicable laws;
- Work performed and deliverables were provided in accordance with and confirm in
 materials respects to specifications and requirements set forth in an executed agreement and
 any associated Change Orders; and that
- Deliverables perform as expected individually and as a total system.

In addition, the Professional warrants that the system will meet the Acceptance Criteria below. These criteria will be used by the City to guide its decision-making regarding whether to reject deliverables, including software functionality and security, but may not be the only basis upon which rejection occurs. The acceptance criteria include:

 Successful (error-free) execution of all functional test cases developed for acceptance testing.

- Successful (defect-free) completion of all agreed-upon requirements in Exhibit A, and in any other documents agreed to and signed in the course of this project.
- System response times that are reasonable, such that time-out or other errors are avoided
 and significant delays in processing do not otherwise occur. Reasonable response times
 are defined as the portal system reacting in less than or equal to 1.5 seconds. Note that
 Salesforce and any other external connector performance is governed by their separate
 service level agreements.
- Successful passing of system security tests, as initiated by or requested by the City.
- Successful passing of tests related to individual user permissions and security.
- System stability, as reflected by consistent performance and results over time

The intention of the above Acceptance Criteria is to more specifically capture the attributes of a system that is functioning without defects. At 30-days post deployment, Professional will provide a check designed to uncover and address any other technical issues or needed adjustments, and the formal warranty period will end.

- (b) To receive warranty remedies, the City of Aspen must report any deficiencies to REVISION in writing, within the Warranty Period. If an item is reported by the City of Aspen within the warranty period, resolution will be completed under the warranty regardless of the delivery date of the resolution falling outside of the warranty period. REVISION shall correct deficiencies in the Services or Work identified by the City of Aspen during the Warranty Period, provided that the defective Services or Work is not caused by any inappropriate, improper or unforeseen usage of the Work or Services by the City of Aspen, unless such actions are taken at the direction of REVISION. If the deficiency is related to a software issue beyond the control of REVISION, REVISION shall work in good faith with the City of Aspen's software or service partners or providers to resolve the situation or develop a workaround solution that materially meets the City of Aspen's requirements as defined in an executed agreement.
- 29. Right to Market HomeTrekTM System Professional agrees that APCHA owns the HomeTrekTM system, including the external customer portal being developed and supported under this contract. This means that APCHA retains the rights to market the system, including APCHA's Portal/REVSynch customer portal, to others for a charge. Revision retains all rights to its REVSynch product and therefore retains the right to charge others for development and customization of new or modified customer portals integrated with HomeTrekTM, and to charge for the support, security and maintenance of any portal developed using RevSynch and integrated with HomeTrekTM. This provision requires that separate instances of HomeTrekTM be provided to any entity desiring to use the HomeTrekTM system. For security reasons, under no circumstances can an additional customer portal for another entity be developed and directly integrated with APCHA's instance of HomeTrekTM.

30. General Terms.

a. <u>Non-Discrimination</u>. No discrimination because of race, color, creed, sex, marital status, affectional or sexual orientation, family responsibility, national origin, ancestry, handicap, or religion shall be made in the employment of persons to perform services under this contract. Professional agrees to meet all of the requirements of City's municipal code, Section 15.04.570, pertaining to non-discrimination in employment.

- b. Warranties Against Contingent Fees, Gratuities, Kickbacks and Conflicts of Interest.
 - Professional warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by Professional for the purpose of securing business.
 - ii. Professional agrees not to give any employee of the City a gratuity or any offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to this Agreement, or to any solicitation or proposal therefore.
 - iii. In addition to other remedies it may have for breach of the prohibitions against contingent fees, gratuities, kickbacks and conflict of interest, the City shall have the right to:
 - 1. Cancel this Purchase Agreement without any liability by the City;
 - 2. Debar or suspend the offending parties from being a Professional, contractor or subcontractor under City contracts;
 - 3. Deduct from the contract price or consideration, or otherwise recover, the value of anything transferred or received by Professional; and
 - 4. Recover such value from the offending parties.
- c. Mediation: Prior to pursuing other legal remedies (i), all disputes shall be submitted to non-binding mediation by written notice given by either Party to the other Party. Except as otherwise expressly provided herein, the mediation process will be conducted under the American Arbitration Association's (the "AAA") Commercial Arbitration Rules and Mediation Procedures (including Procedures for Large, Complex Commercial Disputes) (collectively the "AAA Rules"). If the Parties cannot agree on a mediator, a mediator will be designated by the AAA at the request of a Party. The mediation shall be conducted in Colorado. The mediation will be treated as a settlement discussion and therefore will be confidential. The mediator may not testify for either Party in any later proceedings relating to the dispute. No recording or transcript shall be made of the mediation proceedings. Each Party will bear its own costs in the mediation. The fees and expenses of the mediator will be shared equally by the Parties.
- d. <u>Governing Law.</u> This Agreement shall be governed by the laws of the State of Colorado as from time to time in effect. Venue is agreed to be exclusively in the courts of Pitkin County, Colorado.
- e. <u>Taxes, VAT, & Service Tax.</u> Professional and the City shall each bear sole responsibility for all US taxes, assessments, and other real property-related levies or property taxes on its owned property. The City shall be responsible for Service tax, GST, or Value Added Tax or similar taxes applicable on the sale of services or goods.
- f. Non-Solicitation: Each party agrees that during the term of this Agreement and for a period of one year thereafter, it will not and will procure that its Affiliate will not directly or indirectly, either on its own account or in conjunction with or on behalf of any other person, hire solicit or endeavor to entice away from the other party any person who, during the term of this Agreement has been an officer, manager, employee, agent or consultant of the other party.

- 31. Records to be Kept by Professional. Professional shall make available to the City if requested, true and complete records, which support billing statements, reports, deliverables, performance and all other related documentation to this agreement (the Documentation). The City's authorized representatives shall have access, at any time during reasonable hours and with reasonable advance notice, to all records that are deemed appropriate to auditing the Documentation at Professional's offices or via email and without expense to the City related to copying or document access. The Consultant agrees that it will keep and preserve for at least seven (7) years all documents related to the Agreement which are routinely prepared, collected or compiled by Professional during the performance of this Agreement.
- 32. <u>Attorney's Fees.</u> In the event that legal action is necessary to enforce any of the provisions of this Agreement, the prevailing party shall be entitled to its costs and reasonable attorney's fees.
- **Waiver of Presumption.** This Agreement was negotiated and reviewed through the mutual efforts of the parties hereto and the parties agree that no construction shall be made or presumption shall arise for or against either party based on any alleged unequal status of the parties in the negotiation, review or drafting of the Agreement.
- **Sertification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion.**Professional certifies, by acceptance of this Agreement, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in any transaction with a Federal or State department or agency. It further certifies that prior to submitting its Bid that it did include this clause without modification in all lower tier transactions, solicitations, proposals, contracts and subcontracts. In the event that Professional or any lower tier participant was unable to certify to the statement, an explanation was attached to this agreement and was determined by the City to be satisfactory to the City.

35. Electronic Signatures and Electronic Records.

This Agreement and any amendments hereto may be executed in several counterparts, each of which shall be deemed an original, and all of which together shall constitute one agreement binding on the Parties, notwithstanding the possible event that all Parties may not have signed the same counterpart. Furthermore, each Party consents to the use of electronic signatures by either Party. The Scope of Work, and any other documents requiring a signature hereunder, may be signed electronically in the manner agreed to by the Parties. The Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic documents, or a paper copy of a document bearing an electronic signature, on the grounds that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

- **Order of Document Precedence**. This Professional Services Agreement, together with all Exhibits, constitutes the entire agreement and contract and shall be considered one contract document. In the event of conflicting or missing provisions within portions of this contract, the order of precedence for an item is:
- 1. the terms as specified in this Professional Services and Software Agreement
- 2. the terms set forth in Exhibit A, the Statement of Work

- 3. the terms set forth in Exhibit B, the Fee Schedule
- 5. the terms set forth in Exhibit D, the Revision Service Level Agreement
- 6. the terms set forth in Exhibit C, the Revision Proposal

In the event, however, that the Statement of Work (Exhibit A) omits work or requirements agreed to in Professional's Proposal and listed in the associated Detailed Requirements, the Proposal (Exhibit C) will supersede the Statement of Work.

37. Execution of Agreement by City.

This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns. Notwithstanding anything to the contrary contained herein, this Agreement shall not be binding upon the City unless duly executed by the City Manager of the City of Aspen (or a duly authorized official in their absence).

38. <u>Authorized Representative.</u> The undersigned representative of Revision, Inc., as an inducement to the City to execute this Agreement, represents that he/she is an authorized representative of Professional for the purposes of executing this Agreement and that he/she has full and complete authority to enter into this Agreement for the terms and conditions specified herein.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement of which shall be deemed an original on the date first written above.

CITY OF ASPEN, COLORADO	PROFESSIONAL: DocuSigned by:
-	
[Signature]	76B0331E885B447 [Signature]
By:	Khalil Nasser By:
[Name]	[Name]
Title:	Title: President and CEO
Date:	Date: 6/28/2022 11:20:19 AM MDT
Approved as to form:	
DocuSigned by:	
James K. True 6/28/2	022 1:10:12 PM MDT
City Attorney's Office	

EXHIBIT A: REVISION, INC. STATEMENT OF WORK

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INTRODUCTION

This Exhibit describes how REVISION, Inc. will approach and complete the scope of work for this project. This includes the requirements that REVISION has agreed to meet, included in Table A1.

OUT OF SCOPE

REVISION considers the following items out of scope:

- Branding and Design
- Licensing of all components other than WordPress is not included
- Salesforce configuration outside of the data synchronization required in the delivery of this scope
- WordPress configuration outside of the HomeTrek™ feature transformation
- Any componentry changes including integrations outside of the HomeTrek transformation scope that may impact APCHA or REVISION team resource availability or level of effort
- Optional website build. However, REVISION will provide recommendations for a new website build, based on a needs analysis, to transform the existing website content and flow to the WordPress platform.

TECHNOLOGY OVERVIEW

REVISION is primarily a consulting and services organization harboring an agnostic view to specific technologies in benefit of our clients to ensure transparency in our technology selection processes. In response to the City of Aspen and APCHA's RFP #2022-004, we have pre-selected a technology platform that carries proven integration mechanisms with the City's IT systems and architecture. Therefore, REVISION recommends a zero-license-cost secure portal framework that will support and enable the three primary objectives, in addition to the secondary subproject (future replacement of the Civic Plus Website):

- **1. Improvements in Ease of Use:** from the staff perspective and as well as the perspective of external customers, improved ease of use is a priority.
- **2. Reduction in Licensing Costs:** APCHA is seeking a solution with limited or no annual licensing charges for Community Users.
- **3. Better Options for Communication:** APCHA is seeking to broaden the methods of communication available for APCHA staff and Community Portal users
- **4.** Better integrate the functions of the CivicPlus Website and the HomeTrek™ System. (www.apcha.org and www.apchahometrek.org).

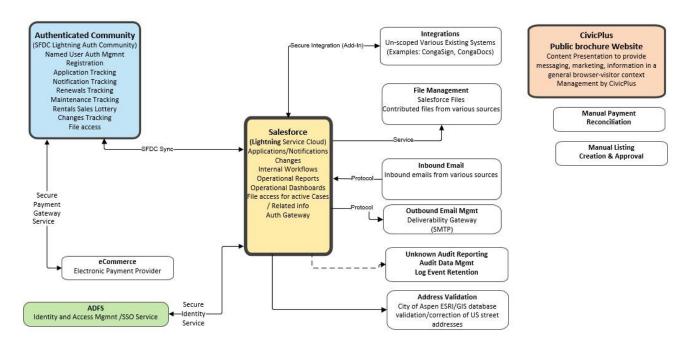
Our Technology Overview provides a high-level description of the proposed technology solution and the components of which it is comprised. Details regarding the specific scope, timeline and delivery approach are provided in subsequent sections.

We begin with a high-level "AS-IS", and the desired "TO-BE" views, as interpreted from the documentation kindly provided by the City of Aspen. REVISION fully understands the delta between the "AS-IS" and the "TO-BE" and is confident in the ability to partner with the City of Aspen to realize the desired state and any optional capabilities or services selected.

Technology Model Approach

Our high-level understanding of the existing APCHA 'AS-IS' capability model is presented here, as a baseline to describe where changes shall occur.

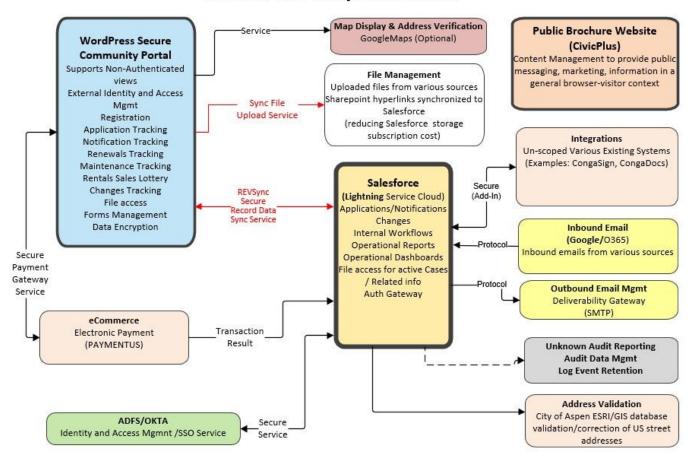
1. The 'AS-IS' APCHA capability model. APCHA Existing



In response to the RFP requirements, REVISION presents here, diagrammatically:

2. The 'TO-BE' APCHA capability model.

APCHA RFP Required Future



Many of the integration and communication services described already exist, although may be arranged to take advantage of common control mechanisms in place (firewalls, gateways, route-handlers, etc.).

Note: Unrepresented are the interval and throttling considerations related to data synchronization (Portal<-

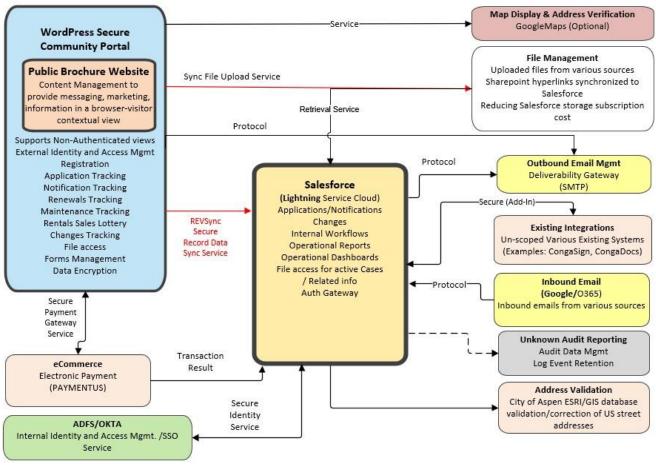
>Salesforce) to ensure that existing APIs and Service connections are not attracting un-necessary additional subscription costs. These settings are configurable by City Administrators.

REVISION is comfortable ensuring that throttling limits are known to all and the appetite for cost-control is implemented through approved configuration and security rules.

Both 'TO-BE' states presented here (with and without CivicPlus replacement) demonstrate optional enhancements (Payment Gateway configuration and usable location (map) presentation) yet little to no change to the existing internal workflow processes, ensuring a manageable business transition. REVISION recognizes the importance of limiting the need for re-training of internal City Users.

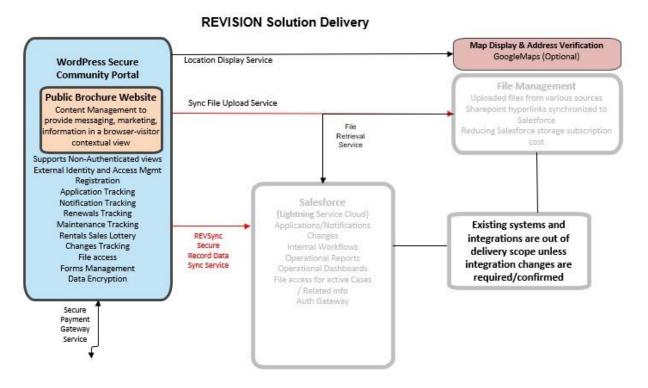
3. The 'TO-BE' APCHA capability model including the replacement of the CivicPlus content management system.

APCHA RFP Future including CivicPlus Replacement



What is not communicated in this diagrammatic representation are the Content Management features and capabilities far greater than the existing CivicPlus platform. Not only does this solution provide the capability of placing absolute content control in the hands of the City, but resilient processes such as content creation, moderation, review and multi-level approval workflow cycles to prevent inappropriate sharing or non-compliant presentation in support of the Americans with Disabilities Act. At this time, however, full replacement of the CivicPlus website is out of scope.

4. A visual presentation of the components REVISION will deliver for this project.



Above is a diagrammatic representation of the technology elements REVISION intends to introduce into the City of Aspen's technology ecosystem. (Existing systems greyed-out are to provide context). The elements are interoperable with existing City of Aspen systems and are sufficiently flexible to scale and change should the City's needs change in the future.

The REVSync file and data synchronization application is capable of exchanging, replicating and transforming data between multiple platforms, should either of the platforms described here change in the future. Flexibility is built in, maintaining choice going forward.

This capability is based upon a synchronization and security technique developed some years ago for one of the largest financial institutions in North America. It is tried and trusted, and can be leveraged for not only synchronization, but also archiving of data (structured) and files (unstructured).

Of important note is the service-based nature of the TO-BE solution to eliminate dependencies on a platform or Vendor. For example, should the Portal, or Salesforce™ become a candidate for replacement in the future, avoidance of "hard-wiring" integrations through the use of services, enables the flexibility to "swap-out" systems, components and capabilities in the future.

Solution (eBOM) Bill of Materials

The table below in this section describes the solution component manifest ("engineering bill of materials") that will be configured/delivered as elements of the TO-BE solution. All specific scope/requirements for these components are contained in the requirement matrix (Table A1). In the event there is a discrepancy between this list and Table A1, Table A1 will serve as the binding scope for the contract.

Clarifications of deeper detail for specific requirements during the Design phase is anticipated and planned for inclusion in the initial development sprint(s), should the Agile methodology suit the City of Aspen. Any clarifications will be incorporated into Table A1, by REVISION, to substantiate the foundation of knowledge transfer for the City of Aspen. REVISION is also prepared to assist the City in updating the Salesforce™ Configuration Workbook to ensure supportability in the future.

Component Platform/Category	Component Description	Component Business Value
Salesforce	Service Cloud	Maintenance, creation/updates to Account (Personal, Planned/Preferred, Financial) Management, Application Process, Unit Management, Case/Request Management, Submission, monitoring and tracking.
Secure Portal Framework (WordPress v5.9)	External Community Portal Website CMS	Property / Unit information location (map) presentation (GoogleMaps™ or similar, better serving interested parties and promoting ease of use). Customer Self-Service: • Registration (Onboarding, offboarding and identity management) • Authentication and Authorization • Application submission • Document(s) submission • Payment status • Payment submission • Maintenance request process • Move-out request process • Lease extension/ renewal request • Submission/request status • Approval process • Feedback mechanisms Any or all of the Portal data can be synchronized, archived or replicated to City systems, including Salesforce™.

Secure Portal Framework	Add-In Components	REVSync data and file synchronization Paymentus Gateway API Integration Optional - GoogleMaps™ (or similar) for unit location Address Verification and/or Validation (Experian, USPS or similar) Theme configuration to adopt the City of Aspen style guide Revision agrees to meet the requirements of HB 21- 1110 to the best of its abilities. At minimum, Revision agrees to adhere to WCAG 2.1 Level A and AA. Localization (language) control.
Aspen Service Provider	Conga (may include Docs, Sign, Trigger, Batch)	Document Creation, Control and Automation.
Aspen Service Provider	Microsoft® Exchange™	Email, calendar, tasks, attachments, SharePoint® productivity and repository solutions
Aspen Selected Service	ArcGIS, other GIS, GoogleMaps™ and/or similar	Visualize Salesforce data in map-based presentation
APCHA Application Portfolio	OneLogin	SSO Provider (requires confirmation) providing a secure identity management abstraction layer
APCHA Application Portfolio	Government & City Brochure Website Content Management (CivicPlus)	Potential API/webservice integrations (optional) to present internal to external data reports/statistics.

TECHNICAL PROPOSAL

Please find here a description of the technical aspects of REVISION's software and service offering.

Project Management Approach from Kickoff through Post Deployment

For a software implementation and development project such as this, REVISION will follow a proven blended methodology to ensure alignment with goals and strict budgetary control in benefit of the City of Aspen. While the software configuration and development are best suited to be delivered using an Agile approach, the first two phases (Inception and Design) do not attract attendance and effort on behalf of the City of Aspen team for all Agile ceremonies. This process, employed at kickoff allows the City of Aspen to determine the responsibilities and cadence of your team to reduce the impact to the City of Aspen's regular workload, priorities and commitments.

Facilitated Activities

Inception:

Project Inception will include the following key activities:

- Co-authoring the Project Charter
- Defining Business objectives and confirming the project organization
- Team roles and commitments

- Responsibilities as Partners, and as a collective team
- Identifying the Product Owner
- Resolving assumptions
- Confirming City team availability, cadence, schedule and important milestones
- Defining a communication plan as considered meaningful by the City

The APCHA Stakeholder team is expected to invest up to twenty (cumulative) team hours in this phase.

Design:

Solution Design will include the following key activities:

- Workshops to refine the project backlog
- Review of As-Is and To-Be processes mapped to the TO-BE technology model
- Define the Business Cases and populate the User Stories
- Establish phasing, tentative sprint plan and prioritization with business context
- Classify backlog into OOB, Configuration, Coding as committed in this response
- Determine data migration, cleansing and unknown integration needs

The APCHA Stakeholder and SME team is expected to invest up to forty (cumulative) team hours in this phase to review and confirm the intentions and clarify nuances of the project goals, including impact to any additional or competing priorities.

Build:

The construction activity will fuel the sprint plan over three phases and deliver the functional design, build and STQA (Software Testing and Quality Assurance) in support of Solution Acceptance. All identified components, configurations and solution deliverables shall be tested for functional capability and User Acceptance. This testing may require associate team members such as Stakeholders from the City's Security organization and GRC (Governance, Risk and Compliance) representatives.

The APCHA team is expected to invest up to thirty cumulative team hours per sprint. Sprints are currently planned for two week cycles but can be adjusted should the intensity of participation cause interruption to business-as-usual cadence.

- A commitment of twenty team resource hours for Sprint Planning, Sprint Execution, Reviews and Sprint Retrospective
- Up to an additional ten resource hours invested in testing of the delivered functionalities.

STQA, Knowledge Transfer and Training:

- Test Strategy: This is one of the most important activities that will detail the strategy that will be used while testing.
- Test Coverage: This is essentially required, and it will provide conformance mapping of the business needs and the test cases to ensure all system aspects have been tested.
- Test Cycles and Durations: Employing the regular iteration process (Agile) development results ate tested at the end of each sprint cycle.
- Pass/Fail Criteria: The criteria will be agreed in order to validate testing results.
- Business and Technical Requirements: These artifacts will provide the basis for the test plan scope.

Support:

Post Implementation support is covered in Exhibit D

Approach to clarifying and finalizing processes and requirements

Requirements are typically categorized into two types: functional and non-functional.

Functional requirements relate to a product's functionality: capabilities, usability, features, and operations as they relate to the intended purpose. While the project outlines the high-level goals and requirements of the desired solution, our designs provide a more in-depth elaboration of these requirements.

Non-functional requirements encompass anything not related to the solution's functionality, for example, its performance, stability, security, and technical specifications.

REVISION's approach to clarifying and finalizing requirements relies upon the proven techniques of:

- UML (universal modeling language)
- Visual Use Cases including prototypes and wire-frames to convey notions and agree expectations.
- PoC (proof-of-concept) software frameworks to ensure that not only design but workflow can be examined and tested.

The two primary UML methods we will employ in this project are:

- Behavioral diagrams- representing the functioning of a system. Examples include:
 - Activity diagram
 - Use case diagram
 - State machine diagram
- Interaction diagrams- a subset of behavioral diagrams, these are used to visualize the flow between various use case elements of a system. Interaction diagrams are used to show an interaction between two entities and how data flows within them. Examples include:
 - Timing diagram
 - Sequence diagram
 - Collaboration diagram

_		Use Cases by R	ole			
	Roles					
		Registered User				
Use Case	Admin	Renter	Owner	Third Party	Subscriber	Un-Registered Use
Registration					x	x
Review eligibility requirements						
Search listings and filter by criteria (beds, square footage, rate).						
Review property listings in list view	х	x	x	x	x	х
Review property listings in map view						
Review Property Listings and filter by criteria (beds, square						
footage, rate)						
Submit applications and supporting artifacts		x				
Approved communications / notifications	X					
Submit property listing for Sale			x			
Submit property listing for Rent			x	x		
Submit bids on Lottery		x	x	X		
Ability to see associated SFDC person/case information	x	x	x	x	x	
Ability to submit Report Concern (compliance case in SF)	X	x	X	x	x	x
Ability for users to see compliance case	X	x	x	X	x	x
Ability for users to connect to payment portal		x	x		,	
Ability for owners to submit listing 'contract' form online			x			
Ability for owners to submit capital improvement information			x			
Ability for APCHA tenants to access online payment and see						
ledger		×	x			
Ability for APCHA tenants to submit maintenance requests		x				
Ability for APCHA tenants to submit request to move-out		x				
Ability for external users to 'submit interest' for APCHA managed						
units					x	x
Ability for users to view/search all inventory (not just available						
units)	X	x	x	x	x	x
Potential opportunity to improve ADA Compliance	X	X	X	X	X	X

Approach to designing, documenting, testing, final UAT and portal implementation

REVISION pursues a five step plan for UAT.

- 1. Planning
- 2. Execution
- 3. Documentation
- 4. Evaluation
- 5. Reporting & Lessons Learned

This starts in the design phase to ensure consistency in the implementation cycles. The design confirms the business requirement, the priority and the audience of the capability. The documentation of these factors in the backlog results in more efficient and accurate grooming and effort estimates in development. This in turn reduces risk in any confusion of lack of clarity of the desired outcome and reduces test cycles.

1. Planning

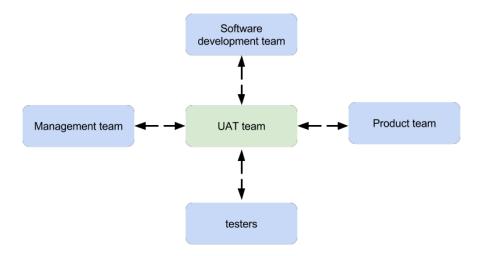
Planning User Acceptance Testing efforts is vital and must cover the following areas:

Scheduling & time management

During the sprint cycles the commitments offered at Inception must be honored. The system to track requirements shall be used to track testing as the confirmed Use Cases/Stories form the backbone of the testing scripts. REVISION will present a UAT plan, and the collective team will define the schedule.

Team requirements

The plan will capture, who will test what, and the acceptance criteria will be clear. Ideally testers should include all Stakeholder teams to ensure engagement and exposure to the project progress. We attempt to capture this notion in a diagram here below.



Communication & Issue strategy

While executing the defined UAT test cases you need to make sure to have a User Acceptance Testing workflow in place which deals with bugs, issues, and other problems.

- How will issues be reported and documented with appropriate severity?
- How can testers communicate problems?

REVISION and the City will determine the appropriate platform to promote ease of use, ease of access and knowledge capture.

UAT checklist

REVISION will provide a User Acceptance Testing checklist template for consideration

2. Execution

The test cases can be executed in person or remote, as long as both quantitative and qualitative data is captured.

3. Documentation

Documenting User Acceptance test results must occur at test execution. While execution is important clearly defined templates for capture is a key factor.

4. Evaluation

As a process of continuous improvement, it is important to evaluate if the defined criteria are tested and met. The quantitative and qualitative data documented must be analyzed and consideration given to:

- How many testers completed the test cases?
- What was the overall rating of these test cases?
- What was the overall subject matter expertise of each tester?

5. Reporting & lessons learned

During the evaluation phase data is collected, aggregated and analyzed. The reporting phase builds the bigger picture. The goal of this phase is to gather insights and lessons learned which will support improvement of each subsequent test case and UAT workflows.

User Acceptance Tests are often conducted at the end of a software development phase. REVISION's approach is to test iteratively and often as the later problems occur, the more expensive they are to resolve.

Project communication approach and responsibilities

Planning

REVISION schedules a project kickoff meeting with you to launch the project. This provides the opportunity to introduce REVISION's Salesforce certified consultants who will be working on your project, and for us to get to know your team. We ask you to invite your key project stakeholders including the project sponsor and executive team, subject matter experts and process owners. REVISION's agenda for this meeting typically looks like this:

- Introduce Team Members
- Confirm understanding of project scope and work approach
- Confirm business objectives and success factors
- Review how the project will be executed
- Establish a communication schedule for project status meetings and standups.
- Define the overall Project Schedule
- Plan next steps including the Business Process Review workshop.
- Get access to your instance of Salesforce.com

Governance

REVISION strives for a "no-surprises" approach to project delivery and has implemented process and tools to drive transparency and make it easy for clients to work with us. To keep projects on schedule and clients engaged we utilize the following practices:

- Recurring Stand-ups: These short, frequent project team meetings with the City of Aspen representatives are designed to cover what progress has been made, key short term goals and what is needed from the City of Aspen.
- Weekly Status Reports: Status reports share the project accomplishments for the week with deliverable level status, action items and key upcoming goals. (See below for additional details regarding Weekly Status Reports.)
- REVISION's smartSTATUS Portal: Selected City of Aspen team members will be provided access to REVISION's web based portal to view real-time project progress, requirement level status and to collaborate on requirements, definition, and testing.
- Project Steering Committee Meetings: These meetings, either pre-scheduled or ad-hoc, bring REVISION and the City of Aspen leadership together to discuss progress at an executive level and make changes or set direction as required.

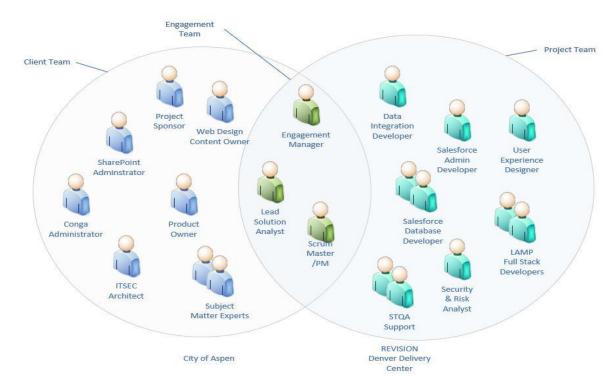
Weekly Status Reports

During the course of the project, the REVISION Project Manager, the City of Aspen Project Manager, and project team members input extensive project management content into REVISION's online project management tool, smartSTATUS. On a weekly basis, the REVISION Project Manager will generate a Status Report directly from smartSTATUS reflecting this comprehensive input.

City and Vendor roles and responsibilities

In keeping with our methodology of diagramming notions, requirements and statements to make them easy as possible to absorb, we provide a Venn diagram to convey not only the team needs but how they

will engage and interact.



The City of Aspen Team roles that REVISION predicts are:

- Project Sponsor
- Product Owner
- HomeTrek™ Subject Matter Expert(s)
- Salesforce/Conga Administrator
- SharePoint Administrator
- Paymentus Administrator
- Web Content Design Advocate
- IT Security Architect/Representative

The Technology Team roles that REVISION is proposing are:

- Client Engagement Manager (key resource)
- Solution Architect (key resource)
- Scrum Master/Project Manager (key resource)
- Salesforce Administrator/Developer
- Salesforce Database Developer
- Secure Portal Full Stack Developer
- Security & Risk Analyst

Key Functionalities and Performance Features of the Proposed Portal

WordPress is a dynamic open-source portal and content management system which is used to power millions of websites, web applications, and blogs. It currently powers more than 43% of the top 10 million websites on the Internet. WordPress' usability, extensibility, and mature development

community make it a popular and secure choice for websites of all types.

- **Simplicity** Simplicity makes it possible for Users to implement and use the capabilities, quickly. Nothing should get in the way of you getting your portal up and your content out there. WordPress is built to make that happen.
- **Flexibility** With WordPress, you can create any type of portal you need: a secure portal, a blog, a business website, a professional portfolio, a government website, a magazine or news website, an online community, even a network of websites. You can make your website beautiful with themes and extend it with plugins. You can even build your own application.
- **Publish with Ease** If you've ever created a document, you're already a whiz at creating content with WordPress. You can create Posts and Pages, format them easily, insert media, and with the click of a button your content is live and on the web.
- **Publishing Tools** WordPress makes it easy for you to manage your content. Create drafts, schedule publication, and look at your content REVISIONs. Make your content public or private, and secure posts and pages with a password.
- **User Management** Not everyone requires the same access to your website. Administrators manage the site, editors work with content, authors and contributors write that content, and subscribers have a profile that they can manage. This lets you have a variety of contributors to your website, and let others simply be part of your community.
- Media Management They say a picture says a thousand words, which is why it's important for
 you to be able to upload images and media quickly and easily to WordPress. Drag and drop your
 media into the uploader to add it to your website. Add alt text and captions and insert images and
 galleries into your content.
- Full Standards Compliance Every piece of WordPress generated code is in full compliance with
 the standards set by the W3C. This means that your website will work in today's browser, while
 maintaining forward compatibility with the next generation of browser.
- **Easy Theme System** WordPress comes bundled with three default themes, but if they aren't for you there's a theme directory with thousands of themes for you to create a beautiful website.
- Extend with Plugins WordPress comes packed with a lot of features for every user. For every
 feature that's not in WordPress core, there's a plugin directory with thousands of plugins. Add
 complex galleries, social networking, forums, social media widgets, spam protection, calendars,
 fine-tune controls for search engine optimization, and forms.
- **Built-in Comments** -Your blog is your home, and comments provide a space for your friends and followers to engage with your content. WordPress's comment tools give you everything you need to be a forum for discussion and to moderate that discussion.
- **Search Engine Optimized** WordPress is optimized for search engines right out of the box. For more fine-grained SEO control, there are plenty of SEO plugins to take care of that for you.
- **Localization** WordPress is available in more than 70 languages. If you would prefer to use WordPress in a language other than English, that's easy to do.
- **Easy Installation and Upgrades** WordPress has always been easy to install and upgrade. Plenty of web hosts offer one-click WordPress installers that let you install WordPress with just one click.
- **Hosting choices** Using WordPress means no one has access to your content. Own your data, all of it your website, your content, your data.
- **Freedom** WordPress is licensed under the GPL which was created to protect your freedoms. You are free to use WordPress in any way you choose: install it, use it, modify it, distribute it. Software freedom is the foundation that WordPress is built on.
- **Performance** Several factors can affect the performance of the WordPress portal. These factors include, but are not limited to, the hosting environment, WordPress configuration, software versions, number of graphics and their sizes. There are multiple methods to monitor performance

and automatically reduce any performance barriers.

Business Capabilities contributing to the TO-BE Outcome delivered by WordPress

Registration

Descriptions and Clarifications

- Registration means being a registered user of the system
 - Once registered, a user can interact with the system; perform transactions as a Renter,
 Owner or other role
- A registered user is also recorded as a "Person" account in Salesforce
- Need to accommodate users who are registering only for communications / notifications and are not actually performing a transaction (Subscribers)
- Eligibility is the initial step in the qualification process, but not a validated qualification to engage in a process

Review property listings per eligibility

Descriptions and Clarifications

- Any public visiting browser user can view property listings (users do not have to be registered)
- If a browser-user attempts to bid or qualify they are required to login and/or register
- Eligibility and Qualification are two different things
 - Eligibility is high level information about an individual such as whether they work in Pitkin County. User must work in the City or County to be considered eligible to rent. Being eligible does not qualify a Registered User to rent a unit
 - Qualification is the process of verifying the employment / income / household status of an individual in comparison to the requirements of the unit they are interested in renting
- Listing search with filter criteria and a graphical presentation (ex: GoogleMaps™)
- Revision agrees to meet the requirements of HB 21-1110 to the best of its abilities. At mimimum, Revision agrees to adhere to WCAG 2.1 Level A and AA.

Submit applications and supporting artifacts

Descriptions and Clarifications

- Partial applications may be saved for completion in a subsequent visit. Subsequent visits to "Resume Application" shall resume an application at the first incomplete step
- Based on the transaction type (rental, sale, etc.), the stages of an application (questions/documents requested) may vary (contextual presentation based on type).

Approved communications / notifications

Descriptions and Clarifications

- Current outbound Salesforce communications will remain in Salesforce as configured
- REVISION shall refine the notification process to provide UI enhancements
- Community Portal Users can select their notification preference (SMS text messages/email/both) by notification type (rentals / sales)

Create, Stage, Submit, Remove property listing for Sale

Descriptions and Clarifications

- All sales listings require a listing checklist (currently on HomeTrek™) which is a form capturing data for review by an APCHA Sales Manager to subsequently create the listing manually, before authorizing external browser access
- If the listing process involves dividing a Unit for an additional Lessee (ex: renting an un-occupied bedroom in a 2-room unit), the listing features may be re-used
- Provide the ability for Owners to create listings for moderation (review and acceptance) by Internal Sales team
- Provide the ability to add images to listing detail

Create, Stage, Submit, Remove property listing for Rent

Descriptions and Clarifications

- Owners can offer their Unit for rent or an un-occupied bedroom in a Unit they own and inhabit (Owner rental Listing)
- An Owner can request the creation of a listing, without becoming a Registered User (un-authenticated user) or property manager (Third Party listing)

Submit bids on Lottery

Descriptions and Clarifications

- Bidding ONLY occurs on units for sale (not for rent)
 - Users must have an approved Sales Qualification (verified buyer) in order to "submit interest for being placed in the lottery for this unit"
- To bid, a Registered User must complete the qualification process
 - The bid process includes the Offer
 - There is a maximum bid amount
 - If exceeded an error condition prevents the User from moving forward. Bid amount pre-populates with the max amount and can be changed to be lower. Most bids are submitted at the maximum allowed amount
 - If a bid amount is lower than the maximum allowed amount, a message is displayed that notifies the User this amount will have the effect of placing their bid in a lower priority
- There is no bidding/lottery for Unit Rentals
 - For APCHA managed units, decisions are based upon the highest qualification (example: the person with the longest consistent work history in the city/county)
 - For non-APCHA managed units, it is up to the property manager and whatever guidelines they follow
- Provide a visible representation available for a user to see their "chance" of winning a bid (graphical)

Ability to view associated Salesforce person/case information

Descriptions and Clarifications

- If a user has performed previous transactions in the system, they should be able to view those transactions (or at least a record ID of the information), or an indication of "archived".
 - o It may also be a related record instead of a transaction
- Examples include:
 - status of application(s)
 - o previous bids submitted

- payment(s) history
- o if Owner current valuation and capital improvements of unit

Ability to submit 'Report Concern' (creating a compliance case in Salesforce)

Descriptions and Clarifications

 Reporting a concern may be identified as created by the authenticated User or contributed anonymously

Ability for Users to view compliance case(s)

Descriptions and Clarifications

- Once a report (case request) has been submitted, and reviewed, Users should be able to review the case including status/resolutions
- A User should be able to view cases that they submitted and/or are party to or mentioned in, in relation to their association with APCHA
- Provide the ability for Users to contribute to a case through the portal. For example, upload evidence or requested information

Ability for users to submit electronic payments

Descriptions and Clarifications

- APCHA is considering a payment gateway change. A new system may or may not include the Salesforce platform as integral to the solution, but certainly informed
- Any portal framework must include the ability to connect to a payment gateway/service securely

Ability for owners to submit listing 'contract' form online

Descriptions and Clarifications

- This form is the first step in an Owner starting the bid/lottery process
- From this form, a Lottery Listing event (Case) is created in Salesforce
- A contract requires completion and signature(s). Today, that process is achieved through manual interaction (not system generated or automated)
- Provide the process to automate contract completion with appropriate Internal review and authorization

Ability for owners to submit capital improvement information

Descriptions and Clarifications

- Similar to submitting interest in a Unit, this capability enables a request for a Capital Improvement within the APCHA policies
- This is a case type (Capital Improvement instead of Application)
- Data attributes are specific to the purpose

Ability for APCHA tenant to access online payment and view transactions

Descriptions and Clarifications

- This capability applies only to APCHA managed units
- Basic payment history and upcoming amounts due and due dates presented (not accounting, no accruals or aging)

Ability for APCHA tenant to submit maintenance requests

Descriptions and Clarifications

- A process similar to submitting an application (supporting a case that is created for review and approval/authorization)
- This is a case type (Maintenance Request instead of Application)
- Data attributes are specific to the purpose

Ability for APCHA tenants to submit a request to move-out

Descriptions and Clarifications

- A process similar to submitting an application (in that a case that is created for review and approval/authorization)
- This is a case type (Move Out instead of Application)
- Data attributes are specific to the purpose

Ability for external users to 'submit interest' for APCHA managed units

Descriptions and Clarifications

- Registered Users can submit interest for APCHA managed units subject to qualification
- Note: Non-APCHA managed units may be leased without external Users first qualifying through the APCHA process

Ability for users to view/search all inventory

Descriptions and Clarifications

- Available units are presented
- Improve search capabilities and resulting displays (example: upcoming availability).
- Enhancement option:
 - It may be considered a service to the City of Aspen's constituency, both permanent and seasonally engaged to present an increased scope of housing availability in areas adjacent to Pitkin County.

The WordPress advantages and benefits over competitors is the wealth of support through the huge community of Users, driving quality, capability and features. More functionality questions have been answered and extensions been implemented than competing portal technologies with the same or similar cost-model. Additionally, the skills required to manage and develop for WordPress are more common and prolific. This means that the City will enjoy more choices in new projects (minor or major) in maintaining or extending the portal.

No capability in the known or predicted needs of the City cannot be delivered through existing features of the portal, or extension of the features through development and/or configuration. Please see Exhibit C, the REVISION proposal, for Example screenshots of deliverables.

This section describes the security features to delivered, including certification level of data center(s), data backup capabilities, secondary site availability and disaster recovery RTO and RPO.

- WordPress is a dynamic open-source portal and content management system which is used to power millions of websites, web applications, and blogs. It currently powers more than 43% of the top 10 million websites on the Internet. WordPress' usability, extensibility, and mature development community make it a popular and secure choice for websites of all types. Risk mitigation for the top ten (OWASP risk list) is provided through:
- Injection risk There is a set of functions and APIs available in WordPress to assist developers in
 making sure unauthorized code cannot be injected and help them validate and sanitize data. Best
 practices and documentation are available on how to use these APIs to protect, validate, or
 sanitize input and output data in HTML, URLs, HTTP headers, and when interacting with the
 database and filesystem. Administrators can also further restrict the types of files which can be
 uploaded via filters.
- Broken Authentication and Session Management risk- WordPress core software manages user
 accounts and authentication and details such as the user ID, name, and password are managed on
 the server-side, as well as the authentication cookies. Passwords are protected in the database
 using standard salting and stretching techniques. Existing sessions are destroyed upon logout.
- Cross Site Scripting (XSS) risk- WordPress provides a range of functions which can help ensure that
 user-supplied data is safe. Trusted users, that is, administrators and editors on a single WordPress
 installation, can post unfiltered HTML or JavaScript as they need to, such as inside a post or
 page.Untrusted users and user-submitted content is filtered by default to remove dangerous
 entities, using the KSES library through the 'wp_kses' function.
- Insecure Direct Object Reference risk- WordPress often provides direct object reference, such as unique numeric identifiers of user accounts or content available in the URL or form fields. While these identifiers disclose direct system information, WordPress' rich permissions and access control system prevent unauthorized requests.
- Security Misconfiguration risk- The majority of WordPress security configuration operations are limited to a single authorized administrator. Default settings for WordPress are continually evaluated at the core team level, and the WordPress core team provides documentation and best practices to tighten security for server configuration for running a WordPress site.
- Sensitive Data Exposure risk- WordPress user account passwords are salted and hashed based on
 the Portable PHP Password Hashing Framework12. WordPress' permission system is used to
 control access to private information such a registered users' PII, commenters' email addresses,
 privately published content, etc. In WordPress 3.7, a password strength meter was included in the
 core software providing additional information to users setting their passwords and hints on
 increasing strength. WordPress also has an optional configuration setting for requiring HTTPS.
- Missing Function Level Access Control risk- WordPress checks for proper authorization and
 permissions for any function level access requests prior to the action being executed. Access or
 visualization of administrative URLs, menus, and pages without proper authentication is tightly
 integrated with the authentication system to prevent access from unauthorized users.
- Cross Site Request Forgery (CSRF) risk- WordPress uses cryptographic tokens, called nonces13, to validate intent of action requests from authorized users to protect against potential CSRF threats.

WordPress provides an API for the generation of these tokens to create and verify unique and temporary tokens, and the token is limited to a specific user, a specific action, a specific object, and a specific time period, which can be added to forms and URLs as needed. Additionally, all nonces are invalidated upon logout.

- Using Components with Known Vulnerabilities risk- The WordPress core team closely monitors the
 few included libraries and frameworks WordPress integrates with for core functionality. In the past
 the core team has made contributions to several third-party components to make them more
 secure.
- Unvalidated Redirects and Forwards risk- WordPress' internal access control and authentication system will protect against attempts to direct users to unwanted destinations or automatic redirects. This functionality is also made available to plugin developers via an API.

See Exhibit D for the Service Level Agreement, which outlines how REVISION will host the site, provide security, provide for acceptable RTO and RPO associated with disaster recovery, and provide support for the first year post-go-live. Should APCHA desire to continue this arrangement into the future, REVISION will do so; however, REVISION is also open to handing some tasks back to the City as staff become more familiar with these aspects of managing the system.

APPROACH TO APCHA STAFF TRAINING

The training phase of this project will ensure that the users and system administrators are ready to use, manage and embrace the new system. REVISION will accomplish this by capturing any use case modifications during the Scrum process in order to reduce the need for training post implementation. However, we do describe here a formal training phase included in our estimate. REVISION shall provide End User Training and Administrative Training.

- End user training will focus on the business operations aspect of the system; the daily use and workflows of the system. REVISION will conduct this training online, in a group session for up to 7 City team members.
- Administrative training will be for staff who will be responsible for administration, maintenance and enhancements. REVISION will conduct this training in an online group session.

We anticipate the resulting solution to follow the same process as the existing HomeTrek® and REVISION's goal is to leverage the knowledge already evident within the APCHA team and reduce the need for training by presenting any process changes during the spring cycle as the requested enhancements to the HomeTrek® process. Due to this simplicity in change management, REVISION recommends the following schedule, as few new features (mostly requested enhancements, therefore expected) will be introduced.

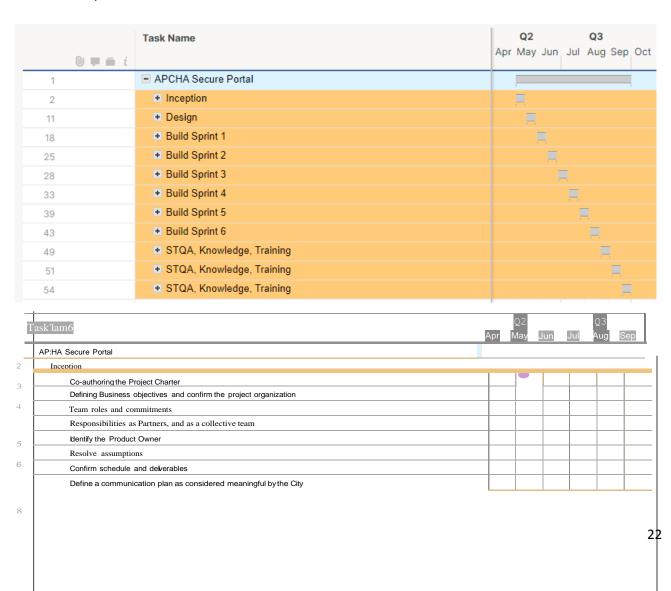
- For the HomeTrek® process training REVISION will facilitate two, 2 hour training sessions.
 Delivery: Online
- Audience: HomeTrek® End Users

- For the portal administration and settings, REVISION will facilitate four, 1 hour training sessions
 Delivery: Online
- Audience: Portal Administrators.

PROJECT SCHEDULE

REVISION has defined the period of performance and shall deliver the business capabilities in monthly milestones.

Our goal is to complete this project in an elapsed four-calendar month period. This is dependent on the City team's availability, project priority and the methodology preferred by the City. Our reasoning is that if the City is comfortable contributing to and integrating with the Agile process and ceremonies (i.e., daily standups), the cadence shall support the goal. REVISION is not presenting the Agile methodology as the only delivery mechanism and will work in the context of the City's preferred methodology. REVISION is sensitive to APCHA's priority for this project, other initiatives and the APCHA SME team availability. A high-level overview of activities is presented here for context, and a full manifest of the activities and predicted milestones below.



9							
10							
11	Design		1::J				
12 -	Workshops to refine the project backlog						
12	Review of As-Is and To-Be processes mapped to the TO-BE technology model						
13	Define the Business Cases and populate the User Stories						
14	Establish phasing, tentative sprint plan and prioritization with business context						
15 -	Classify backlog into 008, Configuration, Coding as committed in this response						
	Determine data migration, cleansing and unknown integration needs						
16							
17							
18	Build Sprint 1						
10	Registration	T					
19	Eligibityprocess						
20	Review listings per Eligibity						
21	Abity for Users to view/search/fiter all inventory						
21 -	Abilty for External Users to 'submit interest' for APCHA managed units						
22	Submit Applications						
23							
2.4							
24							
25	Build Sprint2			1-J			
26	Submit Application Files/Artifacts,	T					
_	Approved Communications /notifications						
27 -							
28	Build Sprint3			1-J			
29	Create, Stage, Submit Approve, Remove Unit listing for Rent						
30	Create, Stage, Submit Approve, Remove Unit listing for Sale						
	Abity for APCHA tenant to submit a request to move out						
31	Abityfor APCHA tenant to submit maintenance requests						
32							
33	Build Sprint 4	1	1	ı			
34	Abity to view associated Salesforce person/case information	-					
-	bttery process	-					
35	Abity to submit bids on lottery	-					
36 -	Abity to create/submit "Report Concern" (Salesforce compliance case)	+					
37	Abitvfor Users to view Compliance Casefsl detail						
20							
38							
39	Build Sprint5				,	.]	
40	Abity for APCHA tenant to access online payment						
40	Abilty for APCHA tenant to view transaction event history						
41	Ability for APCHA tenant to submit electronic payments						
42							
12							
43	Build Sprint6						
44	Abity for Owners to submit listing 'contract' form	_				•	
45 -	Abity for Owners to create/submit listing request						
	Abilty for APCHA Sales to modify/deny/approve listing						
46	Abity for Owner to submit capital improvement information						
47	Abity for Owner to edit capital improvement information						
48							
.0							
49	STQA, Knowledge, Training					1::J	
50	Software Testing and Qualy Assurance (collate sprint review testing)						



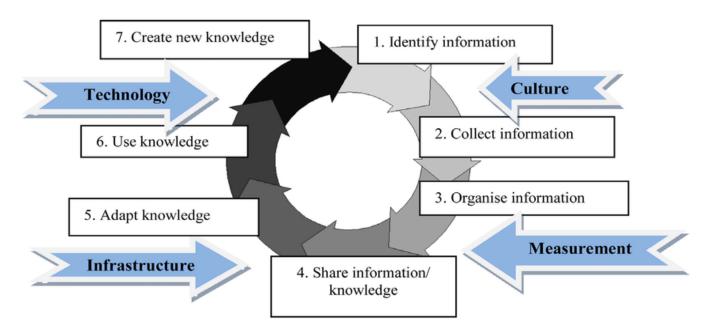
KNOWLEDGE AND SKILLS TRANSFER

An effective knowledge transfer strategy combines technology, culture, measurement, and infrastructure in order to share knowledge across multiple areas in your organization. The REVISION Knowledge Transfer supports the City of Aspen in the following ways:

- Accelerates the accumulation and dissemination of knowledge across your organization
- Provide easy and rapid knowledge access to your team
- Eliminates time and space constraints in communications
- Stimulate associates to experience the value of sharing knowledge in providing custom-tailored service to customers
- Respect the dignity of everyone by cultivating an environment that enhances his or her professional development and recognizes each person as a valued member of a serviceoriented team

The Agile process ensures regular team interaction to discuss and document iterative builds/releases/changes that shall be documented, resulting in both education/training and knowledge gathering throughout the project cycle. Typically, this results in a reduced need for a knowledge transfer event at or near project completion. Our project plan calls out a phase for testing, quality and training, and this period fills in and formalizes the learning that has occurred throughout the project.

The application of knowledge transfer attracts other benefits including improved company culture, improved quality of service, faster business processes, increased efficiency, and better use of business technology and resources. Since knowledge exists in the mind, the best way to transfer knowledge within an organization is to start with considering how knowledge is transferred from one person to another. We transfer project knowledge across multiple areas and roles and will employ a variety of approaches and tools depending on the knowledge recipient's context.



REVISION has broken the knowledge transfer process into 5 steps, including the applicable tools for each.

Step 1: Identify & Collect Knowledge

The process starts with the cultivation of knowledge. This takes place in the culture of your company. This involves:

- Brainstorming ideas
- Learning new skills
- Inviting in experts or other consultants
- Seeking solutions to problems
- Designing new projects

The result is "intangible" knowledge we need to collect, document, and share with the team. To create a strong culture of knowledge generation we shall:

- Surface technical roadblocks or challenges
- Document solutions and implement or backlog the recommendations
- Seek input from team members and outsiders
- Encourage collaboration and teamwork
- Mentor and coach the team where appropriate, on request
- Train and develop team comfort with access to knowledge

Our goal is to create a factory of ideas and an environment that encourages innovation – where everyone can share their ideas, input and expertise.

Step 2: Capture & Store Knowledge

Effective Knowledge Capture and Management is more than just having a file cabinet or folders. The City must have an infrastructure that makes sense for the business purpose and makes access to that

knowledge fast and simple. Having a knowledge base in place will help you manage both tacit and explicit knowledge.

The knowledge repository shall include:

- Reports
- Visuals and video
- Document libraries
- Knowledge portal hyperlinks

Step 3: Transfer & Share Knowledge

Having a central repository (single system or virtual (group of systems)) the City can message availability to circulate that information to other people and/or departments. This knowledge transition process is made more efficient and affordable by selecting the most appropriate technology.

Knowledge Transfer Plan:

- A clearly outlined process document for how knowledge is to be shared.
- A file repository (like SharePoint or WordPress) that organizes the knowledge and potentially automates knowledge sharing.
- Communication facilities (like Office365) that facilitate collaboration and communication.
- A dedicated person or persons to circulate the knowledge to the appropriate department(s).
- A follow-up process to confirm that the information was delivered to the right people in the right way at the right time.

The manifestation of this process will depend on a variety of factors – from your business structure to the size of the team to the budget available for tools and resources.

Step 4: Apply Knowledge & Measure Results

The next step is to apply this knowledge and measure the results. Assessing success will require tools or monitoring access events to assemble key performance indicators (KPIs).

- Identify the key knowledge holders in your organization. Does the knowledge "trickle down" o get pushed up? Who are the visionaries? Provide all team members the opportunity to share the knowledge they have. Motivate sharing. Encourage the internal subject matter experts to share their knowledge. Provide a platform to do that whether that be through a communication channel, by giving them the floor during company meetings, or providing some other medium.
- Make sharing easy. Have fast and simple tools available for people and departments to share information. Measure results consistently. Set standards and benchmarks. Monitor progress. Communicate the results. Be receptive to input and adjust when necessary.
- Apply the knowledge. Offer incentives for team members to be innovative and take initiative. Encourage taking appropriate risks.
- Continue generating knowledge. Bring in industry experts, offer training, hold brainstorm sessions, and otherwise encourage a community that pursues knowledge

Step 5: Create New Knowledge

As we discover that a new idea, technology, or method is proving successful we can apply this to other areas of knowledge sharing. Maintaining the knowledge transfer system (process, culture and system) will ensure that the City's continuous improvement is never stagnant when it comes to new ideas and problem-solving.

TABLE A1: APCHA PORTAL REQUIREMENTS LIST

	SECTION 1: SYSTEM INTEGRATIONS AND AC	ress	оов,	Comments
	Section 1. Sistem in regulations and Ac	CLSS	Config, or	comments
			Coding?	
The sy	stem should meet basic standards for integration			
1	Conform to open architecture standards.		ООВ	https://developer.w
				ordpress.org/coding
				-
				standards/WordPre
2	Integrate with other applications via web services, Al	Dic or another	ООВ	ss s-coding- May require
2	acceptable standard	ris or another	ООВ	payload
				configuration per
				API
3	Have a database that can be accessed by City's perso		ООВ	MySQL accessible by
	create connections to other applications (i.e., databa	ise is not		City personnel
4	proprietary) Be based on industry best practices and use commor	husinoss	ООВ	
4	process flows	i busilless	ООВ	
5	Have applications that are integrated, and modules v	vork cohesively	OOB	
6	Integrate with all necessary systems without a signifi		ООВ	
	in system performance and responsiveness			
7	Have clear methods and practices for minimizing the		OOB	
	updates to the system or to integrated applications v	vill break		
	integrations		Confin	
8	Have clear methods and practices for identifying inte breakages	egration	Config	
9	Have clear methods and practices for determining th	e root cause of	Config	Built in Error Log
	integration breakages and repairing them		8	and event handling
10	Generate meaningful error messages when integration	on errors occur	ООВ	
11	Provide the ability to generate reports to allow for ea	asy verification	Config	
	of accurate data exchange			
	ortal should integrate seamlessly with the			
12	A'S Salesforce HomeTrek system Accurately and consistently transmit information ent	ered on the	Config	REVSync product, is
12	portal into the necessary fields within the backoffice		Comig	near-real-time,
	on a real time basis	or Jaicstoree,		depending on
				transaction volume
13	Accurately and consistently transmit changes to info	rmation from	Config	REVSync product, is
	the back office to the portal on a real time basis			near-real-time,
				depending on
14	Accurately and consistently provide access to selecte	nd existing	ООВ	transaction volume
14	historical information previously entered by users (s	_	JOB	
	approvals and fields they have entered, but not docu	•		
	specified by APCHA staff			

15	On a real time basis, communicate with Salesforce that a document has been uploaded or has completed document signatures in Conga	Coding	Synchronization of files to SharePoint will result in a hyperlink appearing in Salesforce to avoid over-use of the Salesforce storage system. Conga confirmation requires Salesforce/Conga Trigger licensing
The sy	stem should integrate with MS SharePoint		
16	On a real time basis, send uploaded documents and associated identification information to a SharePoint location for analysis and storage, without passing through Salesforce (to avoid Salesforce file upload size limitations). Within the portal, provide users with confirmation that such documents have been sent to SharePoint.	Config	Synchronization of files to SharePoint will result in a hyperlink appearing in Salesforce to avoid over-use of the Salesforce storage system.
The sy	stem should integrate with the City of Aspen's ESRI GIS system		
17	Using web services, integrate with ESRI Arc GIS Platform	Config	Depending on the business need for integration, may require coding
18	Provide portal users with map views of available units for rent or sale	Config	Effort depends on selection of source data (ex: GoogleMaps)
19	Provide validation of addresses entered by external users of the system during application and other processes	Config	Requires access to an address validation source (USPS, Experian, etc.)
The sy	stem should provide access to additional systems used in HomeTrek		
20	Provide access (via easy to find links or another methods) to other systems currently integrated with, or planned to be integrated with, HomeTrek, including Paymentus for online payments and Conga for document signatures and other document management functions	ООВ	City of Aspen to provide hyperlinks and any required authentication/auth orizations. WordPress provides a built-in payment gateway integration interface
SEC	TION 2: KEY PORTAL ADMIN AND SUPPORT FUNCTIONALITY	OOB,	Comments
	NEEDED BY APCHA STAFF	Config, or Coding?	
The sy	stem should provide easy to use tools to:		
1	Assist in the management of routine portal maintenance, such as updating portal text and help	OOB	Extensive Guides available (included in delivery)

2	Manage portal users and user groups	ООВ		
3	Manage portal user roles and permissions	OOB		
4	Manage automation and validation rules	Config	validatio	ing on the on kity, may
			require	
5	Modify work flows and establish new work flows for multiple portal processes	Config	workflo	kity, may
6	Add/modify fields on the portal	ООВ		
7	View and monitor portal activity history	ООВ	Extensiv	e event log
8	Create and modify portal forms	ООВ	Require compon	
9	Perform and check the impact of a) system updates for the portal product and b) Salesforce updates that could impact the portal.	Config		
10	Clear delineation of communications and responsibilities for portal updates and verification of portal functions after updates.	Config		
11	Reference detailed portal help resources	ООВ		re Guides e (included ery)
12	Configure and customize the software and develop additional tools post-implementation without reliance on the vendor via standard admin tools within the application	ООВ		
13	Generate exception reports on portal functions.	ООВ		Error Log nt handling
14	Set up user prompts and help text	Config		
15	Ability to add/delete custom fields to reflect changes in Salesforce fields	Config	Require access c	s data omponent
16	Provide for flexible workflow design, control, and status monitoring	ООВ		
17	Have access to a full live test environment for testing updates and changes	ООВ		
18	Have a way to refresh the test environment easily to keep it in synch with the production environment	ООВ		
19	Prevent submission of incomplete applications	Config	(Require fields)	ed form
20	Prevent submission of applications for which a user does not meet basic eligibility criteria	Config		
21	Delete partially completed applications that have set untouched beyond a selected expiry timeframe	Config		
22	Log in as a user to provide assistance	ООВ		
23	Post information of interest, such as the results of a sales lottery on the portal	ООВ		
24	Add images to the detail of unit listing	ООВ		
25	Add video to the detail of a unit listing	ООВ		
26	Create, post, and take down notices of APCHA units for sale or rent	ООВ		
SEC	TION 3: GENERAL FUNCTIONALITY NEEDED FOR ALL PORTAL USERS	OOB, Com Config, or		ments
	UJLINJ	Connig, of		l

	nation they need		
1	Allow unregistered use of allowed features of the portal for: 1) a	Config	
	prospective renter, owner, or other interested party seeking		
	information on available units and other basic information 2) filing		
	a complaint, and find links to external URLs for further information.		
2	Allow unregistered users to subscribe to receive notice of available	ООВ	
	units by type (rental or owned) via text and/or emails. Preferably		
	such subscriptions would be a function of the portal, however an		
	alternative would be to provide links to a website with the		
	subscription option.		
3	For applicants and existing tenants and owners, easily register and	OOB	
	log into a secure system (preferably via OneLogin for internal users)		
	if applying or a current tenant or owner		
4	Easily navigate to any page to which they have access rights with a	Config	
	minimum number of clicks		
5	Immediately access commonly used information via a dashboard, a	ООВ	
	favorites tab, a bookmark or other similar solution		
6	View/edit any field to which they have permissions, based on	ООВ	
	individual and group specifics		
7	Find user account details quickly	ООВ	
8	Have clear error messages when something goes wrong	OOB	
9	Easily find and correct errors in user data entry	Config	
10	Easily access historical as well as current user information housed	ООВ	
	within HomeTrek, including statuses of requests and applications in		
	process.		
11	Perform robust, fuzzy search capability (for instance, – if incorrect	Config	Clarification
	address or spelling is off, system should offer "do you mean this"		required
	options to choose from.)		(spellcheck or AI-
			enabled
			componentry, like
			address validation
			to present optional
			selections). Both ar
			available
12	Easily go back to a previous page, and to restart an application at the page last completed	Config	
13	Ability to start an application at the next page to be completed,	Config	Requirement
	without going through all previously completed pages		captured and has
			been tested/verifie
			in PoC
14	Quickly find a specific application or other form needed	OOB	
15	Ability to prevent people from submitting an incorrect application	Config	Required fields and
	form for a particular unit	1	value validation
16	Pre-populate new applications with key information from the most	ООВ	
	recent previous application	105-	
17	Easily access communications, documents and assigned tasks	OOB	
	attached to a record and/or sent by staff from the system (for		
	example, Demands for Compliance or other notifications)	1	
18	Easily access and use checklists for required tasks and documents	OOB	
	associated with applications.		

specifically (such as rental units available) 20 Have the option to select Spanish as the site language for certain information guides and for applications 21 Perform a limited number of queries, or select from and run a limited number of reports, such as historical payment history, from the portal 22 Respond to polls and short surveys of portal users 23 Have access to a site that incorporates accessible design COB The WordPrint Property of the portal units available) OOB The WordPrint Property of the portal units available) OOB The WordPrint Property of the portal units available of the p	
certain information guides and for applications 21 Perform a limited number of queries, or select from and run a limited number of reports, such as historical payment history, from the portal 22 Respond to polls and short surveys of portal users Config Configurate polls and required 23 Have access to a site that incorporates accessible design OOB The WordPressor of the state of the stat	
21 Perform a limited number of queries, or select from and run a limited number of reports, such as historical payment history, from the portal	
limited number of reports, such as historical payment history, from the portal 22 Respond to polls and short surveys of portal users Config Configurate polls and required 23 Have access to a site that incorporates accessible design OOB The WordPressor of Portal users OOB	
from the portal 22 Respond to polls and short surveys of portal users Config Configurate polls and required 23 Have access to a site that incorporates accessible design OOB The WordPreserved	
22 Respond to polls and short surveys of portal users Config polls and required 23 Have access to a site that incorporates accessible design OOB Configuration polls and required The WordPri	
polls and required 23 Have access to a site that incorporates accessible design OOB The WordPr	
23 Have access to a site that incorporates accessible design OOB The WordPr	
23 Have access to a site that incorporates accessible design OOB The WordPr	surveys
25 Have access to a site that incorporates accessible acsign	
Colorado accessibility standards and WCAG 2.1. Colorado made history as the first state to pass a bill requiring government websites to meet accessibility guidelines. See: https://leg.colorado.gov/sites/default/files/2021a_1110_signed.p df for specific requirements. Also, please see Web Content Accessibility Guidelines (WCAG) 2.1 for compliance guidelines. https://www.w3.org/TR/WCAG21/	best practice to A compliance. A accessibility blace, with y Coding butlined to new and de for the open rdPress core with Web Content y Guidelines
All users need to be able to attach and upload or download documents from sources external to the	AA.
system	
24 Add photos OOB	
25 Add PDFs OOB	
26 Add Excel or Word docs OOB	
27 Add other file types as may be specified by APCHA staff OOB	
All users need to be able to easily communicate with other users from within the system	
28 Select a notification preference (email, SMS, both) for messages from the Salesforce system, and display such notifications on a user record communicapable	
29 Send a note or request between staff and external users OOB	
(for example, via SF Chatter or other similar tools)	
30 View and upload documents to a compliance case or other types OOB of cases	
All users need to be able to easily access help and support	
31 Access a robust context sensitive help within the system and Config Content r	equired
help online, including videos, manuals, and live help	
32 Access high quality training and support materials and opportunities OOB	

33	Access documents and videos with SOPS and other keen information	еу АРСНА	Config	Content required
All reg	istered users need to be able to add multiple contact:	s to an		
applic	ation			
34	Add members of a household and/or roommates to a	an application	Coding	
35	Apply jointly with a member of a household or a roor single application	nmate on a	Coding	
36	Assign levels of access to an application and informat	ion, based on	Config	
	the characteristics of a household or other living arra	ngements		
37	Add other contacts associated with an application, su	ıch as employer	ООВ	
	contact information, bank, lender, emergency contact	t and others		
SECTI	ON 4: ADDITIONAL FUNCTIONALITY NEEDED TO	MANAGE	оов,	Comments
PRIVA	ATE PROPERTY POSTINGS		Config, or Coding?	
1	Complete and submit a preliminary private property by APCHA staff	ad for review	ООВ	
2	View and adjust status of all private properties under (For instance, an individual that posted a unit as avail able to remove it from posting)	_	ООВ	
	ON 5: ADDITIONAL FUNCTIONALITY NEEDED FOI PROPERTY MANAGEMENT	R RENTALS	OOB, Config, or Coding?	Comments
Prospe	ective tenants can easily find information on			
-	available to rent:			
1	Access information of unit availability without signing	g into the portal	ООВ	
2	Complete a questionnaire to automatically determin prospective renter is eligible for a unit and if so, whi unit		Config	
3	Click a button and be presented with a map and list or rental units, with key unit characteristics	f available	Config	
4	Display available units by owner (APCHA managed, no managed, owner listed, third-party)	on-APCHA	Config	
5	Display/filter to only those units to those for which the renter is eligible		Config	
6	View detailed unit information with one click on a un	it	ООВ	
7	Complete a Rental Interest form for APCHA managed someone wants to be considered	units for which	Config	
Prospe proces				
8	Selected interested parties can easily find and comple rental qualification application packet for their unit, a associated documents.		Config	
9	Easily delete a qualification form started in error		ООВ	
10	For APCHA managed units, view an estimate of the all leasing, including all associated fees (for instance, for laundry)		Config	Requires data
11	Except for requalification's, be prevented from creati qualification forms for the same rental and party of a		Config	
12	Track the status of their application packet during rev	view.	Config	Form progress presentation

13	Receive and send communications to APCHA staff	during	ООВ	
1.1	qualifications review.		C	
14	At the time of application, download a completed of application forms and documents.	qualification	Config	
15	Save and return to finish a partially completed qual application	lification	Config	
16	Access Paymentus to pay any fees associated with	qualification	Config	
l.	cts approved to become tenants can manage lease	-		
	enant duties	o ana penoni		
17	Easily find and download a lease document to view signing	before and after	Coding	
18	Sign a lease document via Conga, by providing accewithin the portal.	ess to Conga from	Config	
19	Access Paymentus to manage online rent and othe	r navments	Config	
20	Submit roommate changes	· payments	Coding	
21	Submit a form to terminate a lease early		Config	
22	Complete and submit a Move In request		OOB	
23	Complete and submit a Move Out request		ООВ	
24	Easily find and complete the Requalification proce	SS	Coding	
25	Easily find and complete a Maintenance Request		Config	
26	Track the status of Maintenance Requests		Coding	
27	Respond to staff inquiries regarding Maintenance F	Requests	OOB	
28	Submit responses to Notices of Violations, includin	•	ООВ	
	documentation as requested			
SECTIO	ON 5: ADDITIONAL FUNCTIONALITY NEEDED F	OR	OOB,	Comments
OWNE	RSHIP UNITS		Config, or	
			Coding?	
Prospe	ctive buyers can easily find information on units			
for sale	:			
	A i f f it il - ilit it			
1 n	Access information of unit availability without sign		ООВ	
	Sign up for notifications of units available for purch	iase	ООВ	
3	Sign up for notifications of units available for purch Click a button and be presented with a map and list ownership units, with key unit characteristics and	ase st of available		
3	Sign up for notifications of units available for purch Click a button and be presented with a map and list	ase st of available the unit deed	ООВ	
3	Sign up for notifications of units available for purch Click a button and be presented with a map and list ownership units, with key unit characteristics and restrictions Display/filter to available units by owner (APCHA m	tase st of available the unit deed nanaged, non-	OOB Config	
3 4	Sign up for notifications of units available for purch Click a button and be presented with a map and lis ownership units, with key unit characteristics and restrictions Display/filter to available units by owner (APCHA m APCHA managed, owner listed, third-party) Display/filter to units to those for which the prospe	st of available the unit deed nanaged, non-	OOB Config Config	
3 4 5	Sign up for notifications of units available for purch Click a button and be presented with a map and lis ownership units, with key unit characteristics and restrictions Display/filter to available units by owner (APCHA m APCHA managed, owner listed, third-party) Display/filter to units to those for which the prospe eligible	nase st of available the unit deed nanaged, non- ective owner is unit ly determine	OOB Config Config Config	
3 4 5 6 7 Prospec	Sign up for notifications of units available for purch Click a button and be presented with a map and list ownership units, with key unit characteristics and restrictions Display/filter to available units by owner (APCHA managed, owner listed, third-party) Display/filter to units to those for which the prospectigible View detailed unit information with one click on a Respond to a general questionnaire to automatical whether the prospective buyer is eligible for a unit ctive buyers can easily complete the tasks associated to the prospective buyer is eligible for a unit ctive buyers can easily complete the tasks associated the complete the complet	nase st of available the unit deed nanaged, non- ective owner is unit ly determine	OOB Config Config Config Config	
3 4 5 6 7 Prosper purchase	Sign up for notifications of units available for purch Click a button and be presented with a map and list ownership units, with key unit characteristics and restrictions Display/filter to available units by owner (APCHA managed, owner listed, third-party) Display/filter to units to those for which the prospectigible View detailed unit information with one click on a Respond to a general questionnaire to automatical whether the prospective buyer is eligible for a unit ctive buyers can easily complete the tasks associations as unit	nase st of available the unit deed nanaged, non- ective owner is unit ly determine ed with	Config Config Config Config Config Config	
3 4 5 6 7 Prospec	Sign up for notifications of units available for purch Click a button and be presented with a map and list ownership units, with key unit characteristics and restrictions Display/filter to available units by owner (APCHA managed, owner listed, third-party) Display/filter to units to those for which the prospectigible View detailed unit information with one click on a Respond to a general questionnaire to automatical whether the prospective buyer is eligible for a unit ctive buyers can easily complete the tasks associated to the prospective buyer is eligible for a unit ctive buyers can easily complete the tasks associated the complete the complet	nase st of available the unit deed nanaged, non- ective owner is unit ly determine ed with	OOB Config Config Config Config	
3 4 5 6 7 Prosper purchase	Sign up for notifications of units available for purch Click a button and be presented with a map and list ownership units, with key unit characteristics and restrictions Display/filter to available units by owner (APCHA managed, owner listed, third-party) Display/filter to units to those for which the prospectigible View detailed unit information with one click on a Respond to a general questionnaire to automatical whether the prospective buyer is eligible for a unit ctive buyers can easily complete the tasks associated sing a unit Easily find and complete the ownership qualification packet for the unit, and upload all associated documents.	tase st of available the unit deed nanaged, non- ective owner is unit ly determine ed with on application ments.	Config Config Config Config Config Config	
3 4 5 6 7 Prosper purchas 8	Sign up for notifications of units available for purch Click a button and be presented with a map and list ownership units, with key unit characteristics and restrictions Display/filter to available units by owner (APCHA managed, owner listed, third-party) Display/filter to units to those for which the prospectigible View detailed unit information with one click on a Respond to a general questionnaire to automatical whether the prospective buyer is eligible for a unit cive buyers can easily complete the tasks associated sing a unit Easily find and complete the ownership qualification packet for the unit, and upload all associated documents.	tase st of available the unit deed nanaged, non- ective owner is unit ly determine ed with on application ments.	OOB Config Config Config Config Config Config	
3 4 5 6 7 Prosper purchase 8 9	Sign up for notifications of units available for purch Click a button and be presented with a map and list ownership units, with key unit characteristics and restrictions Display/filter to available units by owner (APCHA managed, owner listed, third-party) Display/filter to units to those for which the prospectigible View detailed unit information with one click on a Respond to a general questionnaire to automatical whether the prospective buyer is eligible for a unit ctive buyers can easily complete the tasks associated sing a unit Easily find and complete the ownership qualification packet for the unit, and upload all associated documents.	ective owner is unit ly determine ed with on application ments. forms review.	Config Config Config Config Config Config Config OOB	

13	Download completed qualification application forms and	ООВ	
1.4	documents. View submitted forms and documents	ООВ	
14			
15	Save and return to partially completed qualification applications	Config	
16	After qualification approval, submit a bid on a unit for sale (join the lottery for a unit)	Config	
17	View the results of the lottery for the purchase of the unit	Config	
18	Prepare and submit a Sales Contract Packet, including document attachments. Completing a required sales checklist prior to submitting the Packet.	Config	
19	View any communication from the APCHA sales staff during the purchase process, such as an Amendment to Extend Deadlines	ООВ	
20	Access Paymentus to pay any fees associated with qualification for and purchase of a unit	Config	Integrate with Paymentus service
Existin	g owners can manage capital improvements, perform other		
owner	ship duties and sell units		
21	Easily find and download settlement documents after closing	Coding	
22	Submit Leave of Absence request and view LOA details (such as end date) (LOA forms)	Coding	
23	Submit an interest form related to renting a room within the home	Config	
24	Submit a posting or listing related to renting a room within the home	Config	
25	Easily find and complete the appropriate Requalification form	Coding	
26	Submit responses to Compliance Cases, including uploading	Config	
	documentation as requested		
27	Easily find, start, save and complete the capital improvement approval request process	Config	
28	Easily upload required capital improvement documentation, such as	ООВ	
	receipts for expenditures		
29	View valuation based on capital improvements	Config	
30	View a notification of decision regarding a capital improvement valuation change	ООВ	
31	Submit a draft sales listing for review by APCHA staff	ООВ	
32	Easily access Paymentus to pay any application and ownership- related fees and charges	ООВ	
33	Ability for current owners to complete biennial ownership affidavit	Config	
34	Ability for owner affidavit fields to update person accounts, units, etc.	Coding	
SECTIO	ON 6: SYSTEM SECURITY AND OTHER BASIC IT REQUIREMENTS		
	REMENTS QUESTIONS FOR CLOUD-HOSTED SOLUTIONS C1-C24	YES/NO/NA	COMMENTS
C1	Does the solution use any locally installed software, client or agent?	NO	
C2	Any locally installed software or client is fully compatible with the	NA	
	latest version of the Windows 10 Pro 64-bit operating system.		
C3	Any locally installed software or client is fully compatible with	NA	If the portal is
	Microsoft Active Directory Domain Services running in the customer's network.		installed on-premise support for Active Directory integration is OOB

C4	Any locally installed software is compatible with Sophos antimalware end point protection with Intercept X, running on the local PC.	NA	
C5	Does any local software or client require administrative permission to install? To use?	NA	
C6	What are the minimum PC reequipments for the customer's desktop/laptop to connect and run the solution?	NA	A browser is required. We recommend setting a minimum supported version for each browser type to confirm SSL/TLS version capability (prevent insecure browser sessions)
C7	The solution is fully compatible with the latest versions of common client browsers: Microsoft Edge, Mozilla Firefox, Google Chrome, Apple Safari, etc.	YES	
C8	Does the solution require a browser plug-in, extension or player app such as Adobe Flash, JavaScript Runtime or Silverlight?	NO	
C9	The solution is fully compatible with the latest version of Microsoft Office 365 Office Suite Applications: Outlook, Excel, Word, etc.	YES	
C10	The solution is fully compatible with the latest versions of Microsoft Office 365 Business Applications: Teams, Power BI/BI Pro, etc.	YES	
C11	The solution is compatible with networked HP, Ricoh, and Xerox printers.	YES	The solution will output print formats in compatible format.
C12	The solution is compatible with HP, Fujitsu, and Canon scanners.	YES	The solution will absorb scanned documents/images in compatible format.
C13	The solution is fully compatible and functional from iPad and iPhone mobile devices while in the field.	YES	Cross-browser including mobile compatibility
C14	What is the minimal iOS version required?	YES	No minimum device platform is required. We recommend setting a minimum supported browser version (Safari, Chrome, etc.) to confirm SSL/TLS version capability (prevent insecure browser sessions)
C15	What backend database does the solution use?	YES	Solution can use SQL, Oracle, Oracle MySQL

C16	Which version of the database is it?	YES	All Vendor supported/maintain ed versions. We recommend using the most recent stable version published to increase security
C17	Does the solution send customer generated email using the vendor's domain address?	YES	,
C18	If so, does that mail system have SPF, DKIM, and DMARC records in place?	NA	Email can be generated and sent through the existing City of Aspen email service for consistency in journaling, audit and risk management
C19	Does the solution allow for sending customer generated email using a City domain address?	YES	
C20	If so, can the vendor supply the mail system's SPF IP addresses and a DKIM generated certificate to use in the City's DNS records?	YES	If preferred
C21	Does the solution require any hybrid cloud architecture or additional internal City resources, services or connections?	YES	The solution requires trusted (authenticated/auth orized) access to and from services provided by Salesforce, Paymentus, SharePoint and potentially other City solutions/repositori es, also possibly CivicPlus.
C22	If so, please list all requirements for the City's on-premise virtual servers, firewalls or other systems to accommodate this?	YES	Requirements will include firewall rules configuration to enable API management which may be best facilitated using a single gateway to reduce individual risk surfaces
C23	Does the solution have a financial transaction component?	YES	Not an accounting solution but a secure transaction aggregation component for

			storing/synchronizin g g transactions if necessary. (Optional)
C24	If so, how will it interface with the City's cloud-based Oracle financial system?	YES	This optional component can be configured to use City of Aspen security controls and authentication/auth orization preferences to maintain the necessary compliance posture
C25	What are the options to interface with other systems?	YES	API, Shared references/tables, message bus, workflow, secure messaging, others.
	OF ASPEN IT - LOGIN AND AUTHENTICATION FOR CLOUD- TED SOLUTIONS L1 - L13		
	REQUIREMENTS QUESTIONS	YES/NO/NA	COMMENTS
L1	Is the username set to be an email address or can the user create	YES	Recommend using a
	something unique?		unique identifier and align with Salesforce use of email address. If it possible for City of Aspen to enable username creation if preferred
L2	Is there a minimum/maximum password length requirement?	YES	unique identifier and align with Salesforce use of email address. If it possible for City of Aspen to enable username creation
L2		YES	unique identifier and align with Salesforce use of email address. If it possible for City of Aspen to enable username creation if preferred Configurable by City of Aspen
	Is there a minimum/maximum password length requirement?		unique identifier and align with Salesforce use of email address. If it possible for City of Aspen to enable username creation if preferred Configurable by City of Aspen Administrator Configurable by City of Aspen
L3	Is there a minimum/maximum password length requirement? Is there a password strength requirement?	YES	unique identifier and align with Salesforce use of email address. If it possible for City of Aspen to enable username creation if preferred Configurable by City of Aspen Administrator Configurable by City of Aspen Administrator Configurable by City of Aspen Administrator

L7	If the login fails what message does the user get?	YES	procedure with the options to use MFA (Multi-Factor Authentication), TSV Two Step Verification and OTC (One Time Code) Configurable by City of Aspen Administrator
L8	Is there an automatic logoff of the account after a set period of inactivity?	YES	Configurable by City of Aspen Administrator
L9	Is there an automatic suspension of the account after a predetermined time of not logging in?	YES	Configurable by City of Aspen Administrator
L10	Is the solution set up to do, or have the option to set up a 2-step/2-window username-password login process?	YES	Configurable by City of Aspen Administrator
L11	Does the system have a 2FA/MFA option for customers/users to access the system?	YES	Configurable by City of Aspen Administrator
L12	Does the system have a 2FA/MFA option for administrators to access the system?	YES	Configurable by City of Aspen Administrator
L13	Is there an option for using the City's SSO SAML 2.0 based system (OneLogin) for login access by City staff?	YES	
	217:C241Y OF ASPEN IT - SECURITY FOR CLOUD-HOSTED TIONS S1 - S33		
	REQUIREMENTS	YES/NO/NA	COMMENTS
S1	Ability for RBAC security at a granular level within the application so as to provide specified users and groups with a least privilege access to screens, tables, records and fields as needed.	YES	
S2	Ability for private records to be kept confidential, through assignment of application security and permissions.	YES	Require confirmation of what constitutes a record in this context (database record, document, file, etc.)
S3	Ability for administrative users to control edit and validation rules to ensure data integrity.	YES	
S4	Ability to keep log records of all actions executed in the system.	YES	
S5	Ability to keep a separate audit log of system administrator actions.	YES	
S6	Ability to keep overall database integrity.	YES	Best performed by leveraging a second data store to perform integrity audit upon

S7	Ability to prevent a primary record from being deleted if secondary records exists.	YES	
S8	Ability to encrypt all or certain data fields for data that is at rest. What solution is in use?	YES	Data at rest using database publisher encryption (no additional cost)
S9	Ability to encrypt all data in transit from end to end. What solution is in use?		Data in transit using SSL/TLS, data at rest using database publisher encryption (no additional cost)
S10	All encryption architectures must use well-known and openly vetted standards. Please list.	YES	Triple DES, AES, RSA Security, Blowfish and successor Twofish.
S11	Browser Transport Layer Security must use the TLS 1.2 protocol or higher.	YES	
S12	Certificates are signed by a well-known and trusted public certification authority. Please list.	NA	Certificates selected by City of Aspen
S13	Is your system run in a datacenter that meets SOC-2 audit certification?	NA	Datacenter selected by City of Aspen. We recommend SOC 2 compliance as the minimum standard for considering a host.
S14	If so, can you provide the audit report?	YES	Depends on City of Aspen selection.
S15	Do you have a backup datacenter, and how far away is it from the primary center?	YES	We recommend using alternate providers for back-up which can include City of Aspen IT resources.
S16	System provides backup/failover solutions that provides RTO/RPO times of 24 hours or less.	YES	Depends on City of Aspen selection.
S17	What is your RTO?	NA	Depends on City of Aspen selection.
S18	What is your RPO?	NA	Depends on City of Aspen selection.
S19	What is your monthly uptime?	NA	Depends on City of Aspen selection. We recommend a minimum of 4 '9's. (99.99% uptime).
S20	What was your annual uptime for the past 5 calendar years?	NA	We can provide reports for other portals delivered using AWS, AZURE, etc.)

S21	Please specify what security measures are used that prevent unauthorized access/data breaches of the system?	YES	Security measures include a combination of SSO (Single Sign On identity management), Certificate trust (ex: Radius), MFA/TSV, Hardened OS (operating system), hardware controls, Digital Rights Management to support DLP (digital loss prevention) and event monitoring.
S22	Has your system ever experienced a DDoS attack?	YES	
S23	If so, how long were your servers down for?	NA	Attack was deflected using an algorithmic defense mechanism. Zero down time, but impacted transaction processing performance.
S24	What is your current methodology to prevent/mitigate DDoS attacks?	YES	The methodology employed may vary based on Cloud vs On-Premise implementation, but presents a layered approach to detect both high and low volume (ex: SLOW POST) attacks. This includes traffic decryption to increase detection.
S25	Who is considered the owner of all City data placed in the system?	YES	The City is the Owner of all City data
S26	In what format(s) can the data be exported out in the event of contract termination?	YES	Multiple to suit the City's purpose.
S27	Does the system's coding use secure software development standards in order to mitigate the OWASP top 10 vulnerability risks?	YES	
S28	Has all backdoor developer/admin access commonly used during software development been removed from the production system?	YES	
S29	Can the vendor provide an attestation statement from a reputable security audit/penetration testing company that the system meets current standards and best practices for providing data confidentiality, integrity and availability?	YES	

S30	Component purchases from approved vendors are tightly controlled and prequalified. Software from other vendors is inspected, reviewed and validated before being accepted as part of the solution.	YES	
S31	Can you provide the City with an SBOM?	YES	
S32	Colorado's personal identifying information protection law CRS 24-73-102 places certain requirements on the City and third-party service providers working for the City. Vendor must agree in the contract that they are maintaining reasonable security procedures and practices as listed in the statutory requirements.	YES	
S33	Colorado's data protection law CRS 6-1-713 places certain notification requirements on the City. Vendor must agree in the contract to notify the City in the event of a data breach as soon as one is suspected to have occurred, regardless of the need for further investigation or forensics examinations to verify such breach.	YES	

SUPPORT, HOSTING, AND SECURITY AS A SERVICE

Upon go-live, REVISION will provide first year support, hosting and Security as a Service according to the provisions of Exhibit D, the Service Level Agreement.

EXHIBIT B: FEE SCHEDULE

This exhibit presents the fees and other costs associated with this project.

Initial Costs

Initial costs include those associated with project delivery (from inception through go-live). For this project, the only initial cost is the cost of REVISION's professional services associated with implementation.

REVISION IMPLEMENTATION SERVICES: \$ 289,500 TOTAL, NOT TO EXCEED

These services will be paid for on a milestone basis, with the final 10% paid after go-live. The implementation services involve using WordPress (which is no cost), REVISION's REVSync file and data synchronization application (which is capable of exchanging, replicating and transforming data between multiple platforms), and existing APCHA HomeTrekTM software and other related existing software systems. There is no additional licensing cost associated with the solution, and Salesforce Community license costs are anticipated to be reduced or eliminated.

Clarifications and verifications of requirements are within the scope of the project and will not result in change orders. However, items such as new uses cases that were previously undocumented, or functional changes introduced due to APCHA infrastructure changes, would be handled as change orders.

Ongoing Costs

Support

For the first year post-go-live, REVISION will provide a block of 400 support hours for APCHA to access as deemed necessary.

- Based on an average of 100 hours of support per quarter, REVISION will collaborate with APCHA to develop a work backlog for each upcoming quarter. The work backlog will include a preliminary estimate of time needed to complete known key priorities. Four (4) hours per week will be reserved for on-going, unanticipated support needs and to maintain flexibility to increase hours on planned tasks should it be needed.
- Quarterly support needs assessment:
 - O Should support use trends show a need for more support than was originally planned, on a quarterly basis APCHA and Revision will collaborate to: 1) remove an item from the work backlog to reduce support demand, 2) shift support hours between quarters (increase hours for a period of time), and/or 3) increase the total bank of support hours (increasing the support budget). Revision may not be able to guarantee

- resource hours above an average of 100 hours per quarter, nor to provide an increase in the total number of hours of support purchased for the year, however.
- O Should support use trends show a need for <u>less</u> support than was planned, on a quarterly basis APCHA and Revision will collaborate to 1) add an item to the work backlog, 2) shift support hours to a future quarter, and/or 3) decrease the total bank of support hours available in the future (reduce the budget for support).
- Payments for support will be made in advance on a quarterly basis, based on the quarterly support needs assessments. Unused hours are anticipated to be minimal and will roll over to subsequent quarters during the first three quarters of the year. At the end of the support year, unused hours exceeding 40 will be lost and not refunded; hours totaling 40 or less will be rolled over to support for the next coming year.
- Year One Support Hours Available: 400 hours total (100 hours per quarter)
- Charge per hour: \$150, minimum 30 minute charge per call/issue.
- Total support charge for year one: \$60,000

After Year 1, APCHA and Revision will revisit this support model, after there has been time to review past history as a base. Thereafter, the two entities will collaborate to either continue the support model above or to select a different best practice support model.

Hours of support and other support details are in Exhibit D, the Service Level Agreement.

Hosting and Security as a Service

For 12 months post-go-live, and at the City's discretion annually thereafter, Revision will provide services for hosting and security. The services shall include those elements described in Table 2 below. The details of the hosting arrangements (including where the hosting will occur), as well as the detailed tasks associated with security as a service, will be finalized during the initial project discovery phase. The level of detail is anticipated to be similar to that in the sample Information Security Analysis Workbook provided to APCHA by Revision on May 25, 2022. The agreements for hosting and Security as a Service must meet requirements already spelled out in this contract as well as receive final approval by the APCHA Director. Each year REVISION will collaborate with APCHA to reassess hosting and security needs, and the parties may agree to augment and/or discontinue some or all of these services for the upcoming year.

Total Annual Hosting and Security as a Service Fee: \$22,500

Table 2: First Year Costs for Hosting and Security as a Service

BASIS	MONTHLY

HOSTING Dedicated Virtual Machines (Application, Database, API Services).	\$1500.00
Bandwidth	200GB/month
Storage included	25GB
Operating System	LINUX and/or Windows Server
Database	ORACLE (Aurora) MySQL
SECURITY-AS-A-SERVICE	\$375.00
MONITORING (Availability ping and event monitoring)	\$25.00
FRAMEWORK UPDATE MAINTENANCE (Core framework)	\$250.00
ADD-IN UPDATE MAINTENANCE (Hometrek™2 only- Optional non-Core Plugins not included)	\$0.00
WEB APPLICATION FIREWALL (WAF) SECURITY	\$100.00
SUPPORT	(Included in proposed annual support fee)
TOTAL	\$1875.00

Pricing Assumptions, Risks, Exclusions General Assumptions:

General Assumptions for REVISION

- Project will be executed in Agile methodology with the REVISION and the APCHA team working remotely. Our assumption is that all identified business Use Cases will be completed within the planned number of two-weekly sprint cycles, defined in our project plan. REVISION's cost estimate is based on a 22 week maximum period of performance, extensions to that period of performance, due to City resources (team, infrastructure, other licensing, City Vendor capabilities) may impact the period of performance estimated.
- We assume that remote collaboration will be delivered using Microsoft® TeamsTM, or Aspen's preferred online meeting tool that the REVISION team is able to access.
- Travel is not anticipated, but in the event that it is required, REVISION will be reimbursed for project-related expenses including but not limited to parking expenses, as well as any required travel by out-of-town resources including but not limited to hotel, mileage and/or a trip charge, food per diem and parking costs.
- We assume that any necessary integrations (Paymentus, SharePoint, Salesforce data exchange) are enabled by City of Aspen licensing and configurations. Any additional integrations will be costed outside of the scope of this project.
- REVISION assumes that the portal solution shall be WordPress. Should the City select an alternative portal platform, the scope of our response shall be re-defined and re-estimated.
- REVISION's cost estimate is based on the proposed architectural/functional components herein. Any changes to the componentry or architectural model may attract cost changes.
- The 8 hours of training included in the Knowledge Transfer statement (not including the knowledge transferred during the Sprint cycles (acceptance) will be provided to key Users. Training will be conducted via Teams online demonstrations and systems walkthrough. System guides to the capabilities delivered will provide the basis of City training documentation, created by the City.
- If Knowledge Transfer or Training identify any functional or interface changes or new Use Cases not identified during the Design phase, REVISION will maintain a backlog on behalf of the City for consideration, and REVISION will provide an estimate for delivery of the backlog items at the request of the City.
- REVISION's system documentation will be comprised of a configuration workbook and visual use case descriptions.
- Hourly rates will automatically increase 3% annually beginning 12 months after effective date.
- Acceptance tasks and activities will be performed by the City during each sprint cycle for business capabilities presented at the close of each cycle.
- Deliverables are assumed to be accepted after 5 business days unless rejected by the identified City of Aspen Decision Maker in writing with reasonable details defining the issues to be corrected.

General Assumptions for City of Aspen

• City of Aspen will provide copies of current documentation including any process,

- design or architecture documents already created.
- Aspen will provide the appropriate project team members for the project, and commits to
 performing their responsibilities in a timely manner. Aspen will provide test data for all the
 testing stages for all environments (development, test, full sandbox) in the form of Excel,
 .csvfiles. Test data may include actual data.
- Maximum number of City of Aspen training sessions is limited to 6, as described in the Statement of Work (Exhibit A).
- Upon notification by REVISION that updates have been deployed in the test environment:
 City of Aspen will promptly perform testing and shall provide findings of such testing to REVISION within 5 business days.
- City of Aspen shall provide REVISION with timely access to the sandbox(es) environment to investigate and troubleshoot identified issues.
- Aspen will provide REVISION with a single point of contact within a week of starting the
 engagement, and will assist in getting the meetings scheduled without delays, as this
 would extend the timelines and cost of the exercise
- City of Aspen will provide design assets for the new system, including marketing and branding assets.
- City of Aspen will be responsible for all software license procurement and cost.
- If City of Aspen requests REVISION to assist in the technical documentation, troubleshooting and fix resolution of any Salesforce, Conga or non-WordPress system bug, the work effort for this additional support will require a Change Request.
- Any change in scope, efforts, and/or timeline by City of Aspen will be discussed during sprint planning and grooming meetings.
- Any significant delay in the project caused by the City of Aspen will be addressed through a change request, per the provisions of the PSSA.
- City of Aspen is responsible for hosting developed applications and providing server(s) with all necessary licensed software which should be installed and configured. City of Aspen is responsible for configuring firewalls to enable Internet, file, database, and interface access.
- Members of City of Aspen management and staff directly vested in the success of this
 project will be available to participate in ad-hoc workshops and scheduled daily
 meetings.
- Deliverables are assumed to be accepted after 5 business days unless rejected by City of Aspen Decision.

General Assumptions for Both Parties

• Efforts needed for any value adds will be discussed in sprint planning sessions and will be considered as an input to the backlog for the City to discuss independently with the Change Control Board.

It is assumed that a Monday will be selected for sprint start date

- The project design phase is the mitigation plan for design or functional changes, that could be considered a change order versus a clarification of requirements. Examples of changes are:
 - o New Use Cases (previously undocumented).
 - o Functional changes introduced due to City infrastructure changes.



Proposal to

City of Aspen

For

RFP for Community Platform

Project # 2022-004

Proposal Due Date & Time

February 28, 2022 @ 2:00pm (MTN)

REVISION, Inc. 1337 Delaware Street Denver, CO 80204 Contact: Pam Neal T: 303.478.6878

<u>Pam.neal@REVISIONinc.com</u> <u>www.REVISIONinc.com</u>

REVISION YOUR DIGITAL TRANSFORMATION PARTNER

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EXHIBIT F: BID PROPOSAL FORM

PROJECT NO.: PROJECT # 2022-004

BID DATE: February 28, 2022 - 2:00pm, Mountain Time

PROJECT: Community Online Platform

PROPOSAL SUBMITTED BY: REVISION Inc.

BIDDER

BIDDER'S BID PROPOSAL

TO: The Governing Body of the City of Aspen, Colorado

The undersigned responsible bidder declares and stipulates that this proposal is made in good faith, without collusion or connection with any other person or persons bidding for the same item, and that it is made in pursuance of and subject to all the terms and conditions of the advertisement for bid, the invitation to bid and request for bid, all the requirements of the bid documents including the specifications for this bid, all ofwhich have been read and examined prior to signature. The bidder agrees to keep this bid open for **Sixty** (60) consecutive calendar days from the date of bid opening.

The City of Aspen reserves the right to make the award on the basis of the bid deemed most favorable to the City, to waive any informalities or to reject any or all bids.

By signing this document, Bidder certifies and represents that at this time:

- (i) Professional shall confirm the employment eligibility of all employees who are newlyhired for employment in the United States; and
- (ii) Professional has participated or attempted to participate in the Basic Pilot Program inorder to verify that it does not employ illegal aliens.

I hereby acknowledge receipt of ADDENDUM(s) numbered	1	through
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ΚN

Description of Item(s) to Be Purchased

Description	Quantity	Cost Per	Total
Secure Portal Framework	2	GPL License	\$0.00
(WordPress v5.9) External Community Portal Website CMS	(Acceptance/Test and Production)	(zero cost basis)	
Hosting	4 Virtual Machines	Recommended to be City IT infrastructure	\$0.00
REVSync data and file synchronization	2	Included in	\$0.00
module	(Acceptance/Test and Production)	project award	
Optional - GoogleMaps™ API for WordPress	2	Standard key	optional
Plugin v 8.1.20	(Acceptance/Test and Production)		
Implementation services	1		\$289,500.00
Year 1 (Tier 2 – Tier 4) support services	400	\$150/hr	\$60,000.00
			\$349,500.00

Total Bid in Numbers: \$349,500.00

Total Bid in Words: Three hundred forty nine thousand and five hundred dollars.

I acknowledge that in submitting this bid it is understood that the right to reject any and all bids has been reserved by the owner.

Authorized Officer: Khalil Nasser				
Title: President & CEO				
Full name signature: Wil Down				
Company address: 1337 Delaware Street, Denver, CO 80204				
Telephone number: <u>303-618-0799</u>				
Email: khalil.nasser@revisioninc.com				
Attested by: John "Zack" Rozga, COO	KN			

Contractor's Initials

Cover Letter

February 28, 2022

Dear Ms. Voidani and Proposal Evaluation Team:

Re: RFP # 2022-004 - Community Platform

REVISION is pleased to provide a proposal to the City of Aspen for the implementation of a new online Community Platform for the Aspen Pitkin County Housing Authority (APCHA). REVISION brings decades of experience designing and implementing frameworks and custom-developed, fully integrated solutions for our clients, to enable them to achieve cost savings, improve ease of use and increase communication and productivity across all constituents.

As evidenced in the content of this response to the City of Aspen, REVISION is uniquely qualified to serve the City of Aspen and APCHA for this project for the following key reasons:

- Our team has a detailed and documented understanding of the existing HomeTrek solution, its
 components and integrations, strengths and areas considered for improvement, and can effectively
 implement a fresh solution without a lengthy discovery phase. The benefit to the City of Aspen is
 reduced project period, reduced impact to City of Aspen teams and reduced cost.
- We have proven and demonstrated experience implementing community portals for other clients that communicate and synchronize data and files with Salesforce® and the ecosystem of partner technologies such as Sharepoint™ Conga® AdobeSign™, Docusign®, Experian®, USPS, OKTA™ and others. Our past performance on similar projects has provided significant cost savings and return on investment for our Clients. The benefit to the City of Aspen is minimized risk in re-using proven methods and experience delivered by team members who have 'walked this exact walk'.
- REVISION's practice areas provide cover for not only all the technology process needs voiced in the City's Request for Proposal, but as importantly the business, security and compliance aspects known, predicted and mentioned in the Technical Requirements Exhibit.
- We possess the skills 'in-house' in all practice areas to support this vital implementation including
 integration inter-dependencies, business continuity and disaster recovery best practices and
 organizational change management, knowledge transfer and training. The benefit to the City of Aspen
 is optimal risk-management, achievable expectations, solution adoption and removal of un-necessary
 business friction.

REVISION is proud of our past performance working with the City of Aspen and APCHA. We are passionate about this project and stand ready to help your team achieve the goals and objectives for this initiative. We look forward to serving as your partner and trusted advisor on this opportunity. Thank you for your consideration of REVISION Inc.

Warmest Regards,

Pam Neal Client Engagement Manager REVISION Inc. 303-478-6878 Pam.Neal@revisioninc.com www.revisioninc.com

Section 1 – Executive Summary

Company Introduction

REVISION Inc. (REVISION) has been in business for over 23 years and was founded in 1998. REVISION is a privately-held business and is incorporated Colorado, in Good Standing with Colorado's Secretary of State. REVISION's focus is on providing IT Solutions and Management Consulting Services to public sector organizations at all levels. Our website is found by: www.revisioninc.com

REVISION's headquarters are located at 1337 Delaware Street, Denver, CO 80204. Our office phone number is 1-877-803-8220. Our employee teams are based in Denver, Washington, DC., Virginia, Maryland, New York and California. REVISION prides itself on providing clients with best of breed software solutions and superior customer service. This is apparent in the long term relationships that have developed with our clients over the years. REVISION builds trust with our clients through: Transparency, Responsibility, Accountability and Quality.

REVISION Service Offerings:



Management Consulting

- Scaled Agile Framework (SAFe®) Implementation
- Strategic Planning
- Organizational Realignment
- Governance
- Performance Management
- Business Process Re-engineering
- Program and Portfolio Management



IT Operations

- Service Management
- Configuration Management
- Event Management
- Operations Intelligence
- Service Desk



Applications

- Salesforce CRM Implementation and Support
- Business Process Redesign and Application Enabled Transformation
- Packaged Solution Assessments and Road Mapping
- Platform Consolidation, Poster Merger Integrations and Divesture Programs
- Multi-channel Customer Experience Across Core Value Chain



Strategic Staffing

- Staff Augmentation
- Recruitment Process Outsourcing (RPO)
- Sourcing Strategy Development
- Requisition Specification Development
- Managed Services



Data Strategy & Analytics

- Data Governance & Maturity Assessment
- Data Technology Platform Architecture and Cloud Migration
- Master Data Management (MDM)
- DataOps Enablement
- Business Intelligence and Analytics



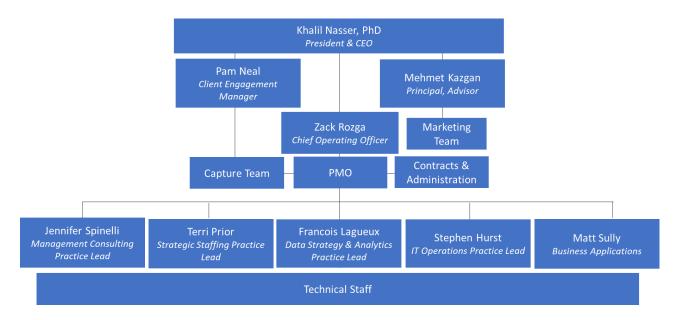
Scaled Agile

- Agile People Operations
- SAFe Coaching
- SAFe Remote Agile Team Development Operations
- Lean Portfolio Management
- · Continuous Improvement

REVISION estimates, based on the information provided in the RFP, a project period of performance for the primary project, of 22 weeks. This proposed period of performance will be validated with APCHA during the project inception phase. We respect the availability of City team members.

This period is dependent on several factors, elaborated in our project assumptions, including: City of Aspen stakeholders, subject matter experts and team remaining consistently engaged actioning decisions, required sandbox environments, existing documentation, software licensing, componentry, add-ins, access to integrated platforms and communications with authorized integration partners.

REVISION Organization 'at-a-glance'



Strategic Partnerships

REVISION remains fiercely agnostic of technology preference, always providing technology recommendations in an unbiased manner, with no reward from service or software publishers. However, we maintain a handful of partnerships that provide us with strategic insight, industry best practice findings, training, direction and cooperative purchasing benefits, where our Clients have already determined a fit. (REVISION does not sell or resell software). The partnerships we maintain include:

Additionally, we maintain certifications within our team to advise on various compliances to standards and statutes in benefit of our Clients.



Client Testimonials

REVISION strives for long term, meaningful partnerships with our clients. Find here are a few testimonials from our client list:

"...The REVISION team successfully delivered this project within a very tight timeframe, and within a limited budget, enabling my organization to become fully operational in a matter of months."

Sophia A., Director

Colorado Office of Public Guardianship

"I have worked with REVISION on a number of different initiatives over the years. Most recently was their assistance in providing support for the Salesforce platform and the successful delivery of numerous applications for our customers. They provided requirements, development and strategic support and delivered on time and on budget."

Michael W.

Senior Director, Platform Services at Colorado Governor's Office of Information Technology

"REVISION has been a trusted partner since 2020. They are very agile in their approach to help meet our needs in an ever-changing data world. The staff have been extremely knowledgeable and professional and have helped us successfully launch our enterprise data governance program. We aren't stopping there, and we have engaged REVISION again to help us create a production enterprise data warehouse environment and begin onboarding our data for high-profile projects."

Gail U., Analytics & Information Management Manager

Central Arizona Project

Primary REVISION Contact for this Procurement

Ms. Pam Neal Client Engagement Manager 1337 Delaware Street

Denver, CO 80204 Phone: 303-478-6878

Email: Pam.Neal@revisioninc.com

Technology Overview

REVISION is primarily a consulting and services organization harboring an agnostic view to specific technologies in benefit of our clients to ensure transparency in our technology selection processes. In response to the City of Aspen and APCHA's RFP #2022-004, we have pre-selected a technology platform that carries proven integration mechanisms with the City's IT systems and architecture. Therefore, REVISION recommends a zero-license-cost secure portal framework that will support and enable the three primary objectives, in addition to the secondary subproject:

- **1. Improvements in Ease of Use:** from the staff perspective and as well as the perspective of external customers, improved ease of use is a priority.
- **2. Reduction in Licensing Costs:** APCHA is seeking a solution with limited or no annual licensing charges for Community Users.

- **3. Better Options for Communication:** APCHA is seeking to broaden the methods of communication available for APCHA staff and Community Portal users.
- **4.** Better integrate the functions of the CivicPlus Website and the HomeTrek™ System. (www.apcha.org and www.apchahometrek.org).

Note: Although the portal recommended can facilitate the secondary subproject, this capability can be enabled at any time in the future. Our goal has been to select a technology capable of many future technology needs and integrations. Elsewhere in this proposal we provide a Risk Analysis to substantiate the selection criteria.

Our Technology Overview provides a high-level description of the proposed technology solution and the components of which it is comprised. Details regarding the specific scope, timeline and delivery approach are provided in subsequents ections.

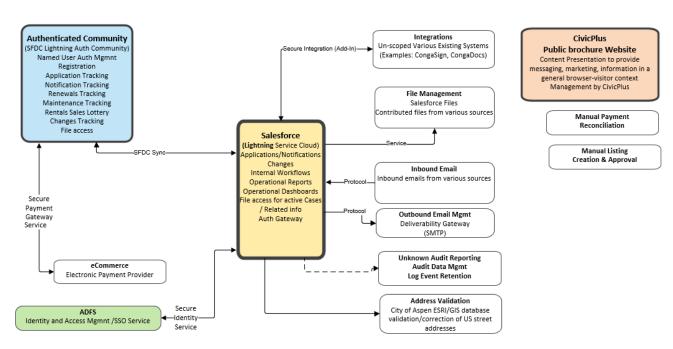
We begin with a high-level "AS-IS", and the desired "TO-BE" views, as interpreted from the documentation kindly provided by the City of Aspen. REVISION fully understands the delta between the "AS-IS" and the "TO-BE" and is confident in the ability to partner with the City of Aspen to realize the desired state and any optional capabilities or services selected.

Technology Model Approach

Our high-level understanding of the existing APCHA 'AS-IS' capability model is presented here, as a baseline to describe where changes shall occur.

1. The 'AS-IS' APCHA capability model.

APCHA Existing



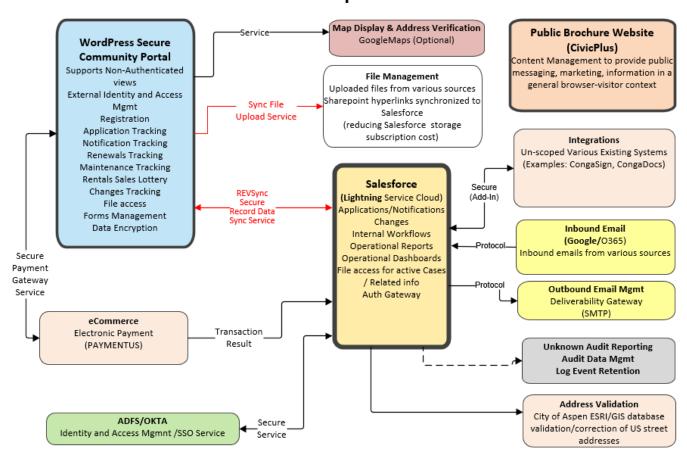
As mentioned in our approach to requirements elaboration, REVISION believes in presenting ideas, notions, solutions and questions diagrammatically, which we have found facilitates meaningful and more swift

resolution to alignment of understanding. Hopefully this facilitates an understanding of our responsiveness to the City's request, but we welcome any questions or requests for clarification in an alternative medium.

In response to the RFP requirements (found in Exhibit A), REVISION presents here, diagrammatically:

2. The 'TO-BE' APCHA capability model.

APCHA RFP Required Future



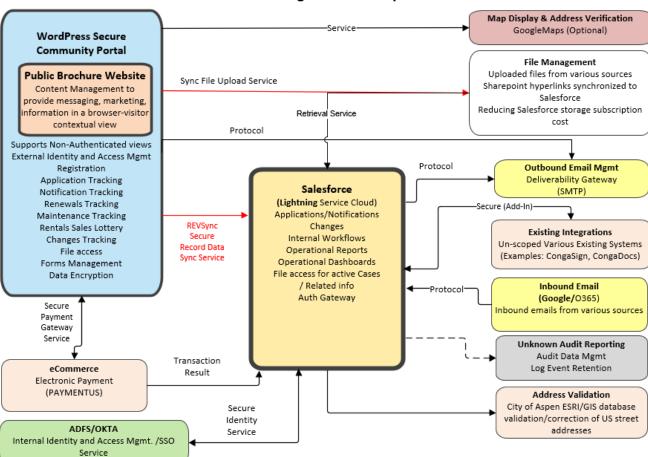
Many of the integration and communication services described already exist, although may be arranged to take advantage of common control mechanisms in place (firewalls, gateways, route-handlers, etc.).

Note: Unrepresented are the interval and throttling considerations related to data synchronization (Portal<->Salesforce) to ensure that existing APIs and Service connections are not attracting un-necessary additional subscription costs. These settings are configurable by City Administrators.

REVISION is comfortable ensuring that throttling limits are known to all and the appetite for cost-control is implemented through approved configuration and security rules.

Both 'TO-BE' states presented here (with and without CivicPlus replacement) demonstrate optional enhancements (Payment Gateway configuration and usable location (map) presentation) yet little to no change to the existing internal workflow processes, ensuring a manageable business transition. REVISION recognizes the importance of limiting the need for re-training of internal City Users.

3. The 'TO-BE' APCHA capability model including the replacement of the CivicPlus content management system.



APCHA RFP Future including CivicPlus Replacement

What is not communicated in this diagrammatic representation are the Content Management features and capabilities far greater than the existing CivicPlus platform. Not only does this solution provide the capability of placing absolute content control in the hands of the City, but resilient processes such as content creation, moderation, review and multi-level approval workflow cycles to prevent in-appropriate sharing or non-compliant presentation in support of the Americans with Disabilities Act.

Secure Payment Gateway Service

REVISION Solution Delivery Map Display & Address Verification GoogleMaps (Optional) Location Display Service WordPress Secure **Community Portal** File Management Public Brochure Website Uploaded files from various sources Sync File Upload Service Sharepoint hyperlinks synchronized to Content Management to provide messaging, marketing, File nformation in a browser-visitor Reducing Salesforce storage subscription Retrieval contextual view Service Supports Non-Authenticated views External Identity and Access Mgmt Registration Application Tracking Notification Tracking Renewals Tracking (Lightning Service Cloud) Maintenance Tracking Applications/Notifications Existing systems and Rentals Sales Lottery REVSvnc integrations are out of Secure Changes Tracking delivery scope unless Record Data File access Operational Reports integration changes are Sync Service Forms Management Operational Dashboards required/confirmed Data Encryption File access for active Cases / Related info

Auth Gateway

4. A visual presentation of the components REVISION will deliver for this project.

Above is a diagrammatic representation of the technology elements REVISION intends to introduce into the City of Aspen's technology ecosystem. (Existing systems greyed-out are to provide context). The elements are interoperable with existing City of Aspen systems and are sufficiently flexible to scale and change should the City's needs change in the future.

The REVSync file and data synchronization application is capable of exchanging, replicating and transforming data between multiple platforms, should either of the platforms described here change in the future. Flexibility is built in, maintaining choice going forward.

This capability is based upon a synchronization and security technique developed some years ago for one of the largest financial institutions in North America. It is tried and trusted, and can be leveraged for not only synchronization, but also archiving of data (structured) and files (unstructured).

Of important note is the service-based nature of the TO-BE solution to eliminate dependencies on a platform or Vendor. For example, should the Portal, or Salesforce™ become a candidate for replacement in the future, avoidance of "hard-wiring" integrations through the use of services, enables the flexibility to "swap-out" systems, components and capabilities in the future.

Solution (eBOM) Bill of Materials

The table below in this section describes the solution component manifest ("engineering bill of materials") that will be configured/delivered as elements of the TO-BE solution. All specific scope/requirements for these components are contained in the requirement matrix (Exhibit A Technical Requirements). In the

event there is a discrepancy between this list and Exhibit A, Exhibit A will serve as the binding scope for the contract.

Clarifications of deeper detail for specific requirements during the Design phase is anticipated and planned for inclusion in the initial development sprint(s), should the Agile methodology suit the City of Aspen. Any clarifications will be incorporated into Exhibit A, by REVISION, to substantiate the foundation of knowledge transfer for the City of Aspen. REVISION is also prepared to assist the City in updating the Salesforce™ Configuration Workbook to ensure supportability in the future.

Component Platform/Category	Component Description	Component Business Value			
Salesforce	Service Cloud	Maintenance, creation/updates to Account (Personal, Planned/Preferred, Financial) Management, Application Process, Unit Management, Case/Request Management, Submission, monitoring and tracking.			
Secure Portal Framework (WordPress v5.9)	External Community Portal Website CMS	Property / Unit information location (map) presentation (GoogleMaps™ or similar, better serving interested parties and promoting ease of use). Customer Self-Service: • Registration (Onboarding, offboarding and identity management) • Authentication and Authorization • Application submission • Document(s) submission • Payment status • Payment submission • Maintenance request process • Move-out request process • Lease extension/ renewal request • Submission/request status • Approval process • Feedback mechanisms Any or all of the Portal data can be synchronized, archived or replicated to City systems, including Salesforce™.			
Secure Portal Framework	Add-In Components	REVSync data and file synchronization Paymentus Gateway API Integration Optional - GoogleMaps™ (or similar) for unit location Address Verification and/or Validation (Experian, USPS or similar) Theme configuration to adopt the City of Aspen style guide Section 508 ADA Compliance. Localization (language) control. Enhanced (simplified) content management. SEO (Search Engine Optimization) as required, for both prospective national and International Renters.			

Aspen Service Provider	Conga (may include Docs, Sign, Trigger, Batch)	Document Creation, Control and Automation.
Aspen Service Provider	Microsoft® Exchange™	Email, calendar, tasks, attachments, SharePoint® productivity and repository solutions
Aspen Selected Service	ArcGIS, other GIS, GoogleMaps™ and/or similar	Visualize Salesforce data in map-based presentation
APCHA Application Portfolio	OKTA	SSO Provider (requires confirmation) providing a secure identity management abstraction layer
APCHA Application Portfolio	Government & City Brochure Website Content Management (CivicPlus)	Potential API/webservice integrations (optional) to present internal to external data reports/statistics.

Section 2 – Technical Proposal

Please find here a description of the technical aspects of REVISION's software and service offering.

Project Management Approach from Kickoff through Post Deployment

For a software implementation and development project such as this, REVISION will follow a proven blended methodology to ensure alignment with goals and strict budgetary control in benefit of the City of Aspen. While the software configuration and development are best suited to be delivered using an Agile approach, the first two phases (Inception and Design) do not attract attendance and effort on behalf of the City of Aspen team for all Agile ceremonies. This process, employed at kickoff allows the City of Aspen to determine the responsibilities and cadence of your team to reduce the impact to the City of Aspen's regular workload, priorities and commitments.

Facilitated Activities

Inception:

Project Inception will include the following key activities:

- Co-authoring the Project Charter
- Defining Business objectives and confirming the project organization
- Team roles and commitments
- Responsibilities as Partners, and as a collective team
- Identifying the Product Owner
- Resolving assumptions
- Confirming City team availability, cadence, schedule and important milestones
- Defining a communication plan as considered meaningful by the City

The APCHA Stakeholder team is expected to invest up to twenty (cumulative) team hours in this phase.

Design:

Solution Design will include the following key activities:

- Workshops to refine the project backlog
- Review of As-Is and To-Be processes mapped to the TO-BE technology model
- Define the Business Cases and populate the User Stories

- Establish phasing, tentative sprint plan and prioritization with business context
- Classify backlog into OOB, Configuration, Coding as committed in this response
- Determine data migration, cleansing and unknown integration needs

The APCHA Stakeholder and SME team is expected to invest up to forty (cumulative) team hours in this phase to review and confirm the intentions and clarify nuances of the project goals, including impact to any additional or competing priorities.

Build:

The construction activity will fuel the sprint plan over three phases and deliver the functional design, build and STQA (Software Testing and Quality Assurance) in support of Solution Acceptance. All identified components, configurations and solution deliverables shall be tested for functional capability and User Acceptance. This testing may require associate team members such as Stakeholders from the City's Security organization and GRC (Governance, Risk and Compliance) representatives.

The APCHA team is expected to invest up to thirty cumulative team hours per sprint. Sprints are currently planned for two week cycles but can be adjusted should the intensity of participation cause interruption to business-as-usual cadence.

- A commitment of twenty team resource hours for Sprint Planning, Sprint Execution, Reviews and Sprint Retrospective
- Up to an additional ten resource hours invested in testing of the delivered functionalities.

STQA, Knowledge Transfer and Training:

- Test Strategy: This is one of the most important activities that will detail the strategy that will be used while testing.
- Test Coverage: This is essentially required and it will provide conformance mapping of the business needs and the test cases to ensure all system aspects have been tested.
- Test Cycles and Durations: Employing the regular iteration process (Agile) development results ate tested at the end of each sprint cycle.
- Pass/Fail Criteria: The criteria will be agreed in order to validate testing results.
- Business and Technical Requirements: These artifacts will provide the basis for the test plan scope.

Support:

Post Implementation support is covered elsewhere in this document.

Approach to clarifying and finalizing processes and requirements

Requirements are typically categorized into two types: functional and non-functional.

Functional requirements relate to a product's functionality: capabilities, usability, features, and operations as they relate to the intended purpose. While the project outlines the high-level goals and requirements of the desired solution, our designs provide a more in-depth elaboration of these requirements.

Non-functional requirements encompass anything not related to the solution's functionality, for example, its performance, stability, security, and technical specifications.

REVISION's approach to clarifying and finalizing requirements relies upon the proven techniques of:

- UML (universal modeling language)
- Visual Use Cases including prototypes and wire-frames to convey notions and agree expectations.
- PoC (proof-of-concept) software frameworks to ensure that not only design but workflow can be examined and tested.

The two primary UML methods we will employ in this project are:

Behavioral diagrams- representing the functioning of a system. Examples include:

- Activity diagram
- Use case diagram
- State machine diagram

Interaction diagrams- a subset of behavioral diagrams, these are used to visualize the flow between various use case elements of a system. Interaction diagrams are used to show an interaction between two entities and how data flows within them. Examples include:

- Timing diagram
- Sequence diagram
- Collaboration diagram

		Use Cases by R	ole			
	Roles					
		Registered User				
Use Case	Admin	Renter	Owner	Third Party	Subscriber	Un-Registered User
Registration					x	x
Review eligibility requirements						
Search listings and filter by criteria (beds, square footage, rate).						
Review property listings in list view	x	х	x	х	x	x
Review property listings in map view						
Review Property Listings and filter by criteria (beds, square						
footage, rate)						
Submit applications and supporting artifacts		x				
Approved communications / notifications	X					
Submit property listing for Sale			x			
Submit property listing for Rent			x	x		
Submit bids on Lottery		x	x	x		
Ability to see associated SFDC person/case information	x	x	x	x	x	
Ability to submit Report Concern (compliance case in SF)	X	x	x	х	x	x
Ability for users to see compliance case	x	x	x	x	x	x
Ability for users to connect to payment portal		x	x			
Ability for owners to submit listing 'contract' form online			X			
Ability for owners to submit capital improvement information			x			
Ability for APCHA tenants to access online payment and see						
ledger		x	x			
Ability for APCHA tenants to submit maintenance requests		x				
Ability for APCHA tenants to submit request to move-out		x				
Ability for external users to 'submit interest' for APCHA managed						
units					x	x
Ability for users to view/search all inventory (not just available						
units)	x	x	×	x	x	x
Potential opportunity to improve ADA Compliance	X	X	X	Х	x	х

Approach to designing, documenting, testing, final UAT and portal implementation

REVISION pursues a five step plan for UAT.

- 1. Planning
- 2. Execution
- 3. Documentation
- 4. Evaluation
- 5. Reporting & Lessons Learned

This starts in the design phase to ensure consistency in the implementation cycles. The design confirms the business requirement, the priority and the audience of the capability. The documentation of these factors in the backlog results in more efficient and accurate grooming and effort estimates in development. This in turn reduces risk in any confusion of lack of clarity of the desired outcome, and reduces test cycles.

1. Planning

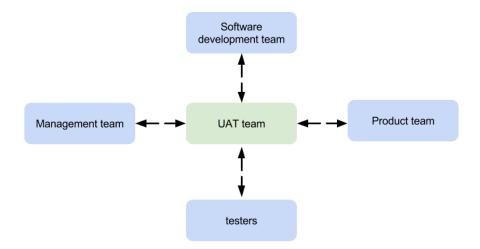
Planning User Acceptance Testing efforts is vital and must cover the following areas:

Scheduling & time management

During the sprint cycles the commitments offered at Inception must be honored. The system to track requirements shall be used to track testing as the confirmed Use Cases/Stories form the backbone of the testing scripts. REVISION will present a UAT plan and the collective team will define the schedule.

Team requirements

The plan will capture, who will test what, and the acceptance criteria will be clear. Ideally testers should include all Stakeholder teams to ensure engagement and exposure to the project progress. We attempt to capture this notion in a diagram here below.



Communication & Issue strategy

While executing the defined UAT test cases you need to make sure to have a User Acceptance Testing workflow in place which deals with bugs, issues, and other problems.

- How will issues be reported and documented with appropriate severity?
- How can testers communicate problems?

REVISION and the City will determine the appropriate platform to promote ease of use, ease of access and knowledge capture.

UAT checklist

REVISION will provide a User Acceptance Testing checklist template for consideration

Execution

The test cases can be executed in person or remote, as long as both quantitative and qualitative data is captured.

3. Documentation

Documenting User Acceptance test results must occur at test execution. While execution is important clearly defined templates for capture is a key factor.

4. Evaluation

As a process of continuous improvement it is important to evaluate if the defined criteria are tested and met. The quantitative and qualitative data documented must be analyzed and consideration given to:

- How many testers completed the test cases?
- What was the overall rating of these test cases?
- What was the overall subject matter expertise of each tester?

5. Reporting & lessons learned

During the evaluation phase data is collected, aggregated and analyzed. The reporting phase builds the bigger picture. The goal of this phase is to gather insights and lessons learned which will support improvement of each subsequent test case and UAT workflows.

User Acceptance Tests are often conducted at the end of a software development phase. REVISION's approach is to test iteratively and often as the later problems occur, the more expensive they are to resolve.

Project communication approach and responsibilities

Planning

REVISION schedules a project kickoff meeting with you to launch the project. This provides the opportunity to introduce REVISION's Salesforce certified consultants who will be working on your project, and for us to get to know your team. We ask you to invite your key project stakeholders including the project sponsor and executive team, subject matter experts and process owners. REVISION's agenda for this meeting typically looks like this:

- Introduce Team Members
- Confirm understanding of project scope and work approach
- Confirm business objectives and success factors
- Review how the project will be executed
- Establish a communication schedule for project status meetings and standups.
- Define the overall Project Schedule
- Plan next steps including the Business Process Review workshop.
- Get access to your instance of Salesforce.com

Governance

REVISION strives for a "no-surprises" approach to project delivery and has implemented process and tools to drive transparency and make it easy for clients to work with us. To keep projects on schedule and clients engaged we utilize the following practices:

• Recurring Stand-ups: These short, frequent project team meetings with the City of Aspen representatives are designed to cover what progress has been made, key short term goals and what is needed from the City of Aspen.

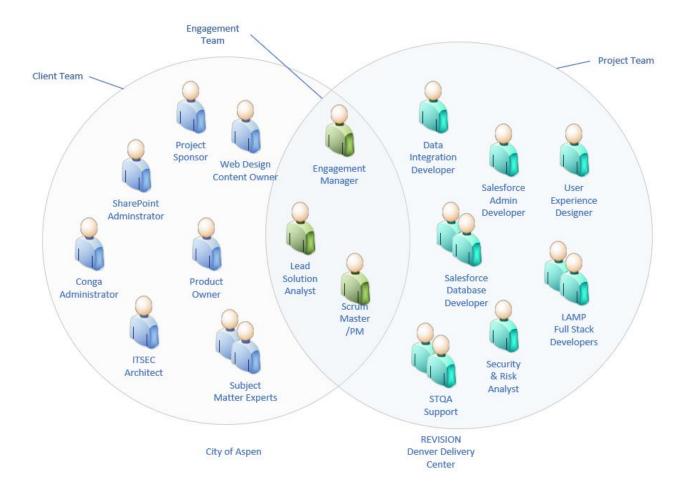
- Weekly Status Reports: Status reports share the project accomplishments for the week with deliverable level status, action items and key upcoming goals. (See below for additional details regarding Weekly Status Reports.)
- REVISION's smartSTATUS Portal: Selected City of Aspen team members will be provided access to REVISION's web based portal to view real-time project progress, requirement level status and to collaborate on requirements, definition, and testing.
- Project Steering Committee Meetings: These meetings, either pre-scheduled or ad-hoc, bring REVISION and the City of Aspen leadership together to discuss progress at an executive level and make changes or set direction as required.

Weekly Status Reports

During the course of the project, the REVISION Project Manager, the City of Aspen Project Manager, and project team members input extensive project management content into REVISION's online project management tool, smartSTATUS. On a weekly basis, the REVISION Project Manager will generate a Status Report directly from smartSTATUS reflecting this comprehensive input.

City and Vendor roles and responsibilities

In keeping with our methodology of diagramming notions, requirements and statements to make them easy as possible to absorb, we provide a Venn diagram to convey not only the team needs but how they will engage and interact.



The City of Aspen Team roles that REVISION predicts are:

- Project Sponsor
- Product Owner
- HomeTrek™ Subject Matter Expert(s)
- Salesforce/Conga Administrator
- SharePoint Administrator
- Paymentus Administrator
- Web Content Design Advocate
- IT Security Architect/Representative

The Technology Team roles that REVISION is proposing are:

- Client Engagement Manager (key resource)
- Solution Architect (key resource)
- Scrum Master/Project Manager (key resource)
- Salesforce Administrator/Developer
- Salesforce Database Developer
- Secure Portal Full Stack Developer
- Security & Risk Analyst

Key Functionalities and Performance Features of the Proposed Portal

WordPress is a dynamic open-source portal and content management system which is used to power millions of websites, web applications, and blogs. It currently powers more than 43% of the top 10 million websites on the Internet. WordPress' usability, extensibility, and mature development community make it a popular and secure choice for websites of all types.

- **Simplicity** Simplicity makes it possible for Users to implement and use the capabilities, quickly. Nothing should get in the way of you getting your portal up and your content out there. WordPress is built to make that happen.
- **Flexibility** With WordPress, you can create any type of portal you need: a secure portal, a blog, a business website, a professional portfolio, a government website, a magazine or news website, an online community, even a network of websites. You can make your website beautiful with themes and extend it with plugins. You can even build your own application.
- **Publish with Ease** If you've ever created a document, you're already a whiz at creating content with WordPress. You can create Posts and Pages, format them easily, insert media, and with the click of a button your content is live and on the web.
- **Publishing Tools** WordPress makes it easy for you to manage your content. Create drafts, schedule publication, and look at your content revisions. Make your content public or private, and secure posts and pages with a password.
- **User Management** Not everyone requires the same access to your website. Administrators manage the site, editors work with content, authors and contributors write that content, and subscribers have a profile that they can manage. This lets you have a variety of contributors to your website, and let others simply be part of your community.
- Media Management They say a picture says a thousand words, which is why it's important for you to be able to upload images and media quickly and easily to WordPress. Drag and drop your media into the uploader to add it to your website. Add alt text and captions and insert images and galleries into your content.

- **Full Standards Compliance** Every piece of WordPress generated code is in full compliance with the standards set by the W3C. This means that your website will work in today's browser, while maintaining forward compatibility with the next generation of browser.
- **Easy Theme System** WordPress comes bundled with three default themes, but if they aren't for you there's a theme directory with thousands of themes for you to create a beautiful website.
- Extend with Plugins WordPress comes packed with a lot of features for every user. For every feature that's not in WordPress core, there's a plugin directory with thousands of plugins. Add complex galleries, social networking, forums, social media widgets, spam protection, calendars, fine-tune controls for search engine optimization, and forms.
- **Built-in Comments** -Your blog is your home, and comments provide a space for your friends and followers to engage with your content. WordPress's comment tools give you everything you need to be a forum for discussion and to moderate that discussion.
- **Search Engine Optimized** WordPress is optimized for search engines right out of the box. For more fine-grained SEO control, there are plenty of SEO plugins to take care of that for you.
- **Localization** WordPress is available in more than 70 languages. If you would prefer to use WordPress in a language other than English, that's easy to do.
- **Easy Installation and Upgrades** WordPress has always been easy to install and upgrade. Plenty of web hosts offer one-click WordPress installers that let you install WordPress with just one click.
- **Hosting choices** Using WordPress means no one has access to your content. Own your data, all of it your website, your content, your data.
- **Freedom** WordPress is licensed under the GPL which was created to protect your freedoms. You are free to use WordPress in any way you choose: install it, use it, modify it, distribute it. Software freedom is the foundation that WordPress is built on.
- Performance Several factors can affect the performance of the WordPress portal. These factors
 include, but are not limited to, the hosting environment, WordPress configuration, software
 versions, number of graphics and their sizes. There are multiple methods to monitor performance
 and automatically reduce any performance barriers.

Business Capabilities contributing to the TO-BE Outcome delivered by WordPress

Registration

Descriptions and Clarifications

- Registration means being a registered user of the system
 - Once registered, a user can interact with the system; perform transactions as a Renter,
 Owner or other role
- A registered user is also recorded as a "Person" account in Salesforce
- Need to accommodate users who are registering only for communications / notifications and are not actually performing a transaction (Subscribers)
- Eligibility is the initial step in the qualification process, but not a validated qualification to engage in a process

Review property listings per eligibility

- Any public visiting browser user can view property listings (users do not have to be registered)
- If a browser-user attempts to bid or qualify they are required to login and/or register
- Eligibility and Qualification are two different things

- Eligibility is high level information about an individual such as whether they work in Pitkin County. User must work in the City or County to be considered eligible to rent. Being eligible does not qualify a Registered User to rent a unit
- Qualification is the process of verifying the employment / income / household status of an individual in comparison to the requirements of the unit they are interested in renting
- Listing search with filter criteria and a graphical presentation (ex: GoogleMaps™)
- ADA compliant presentation (Section 508)

Submit applications and supporting artifacts

Descriptions and Clarifications

- Partial applications may be saved for completion in a subsequent visit. Subsequent visits to "Resume Application" shall resume an application at the first incomplete step
- Based on the transaction type (rental, sale, etc.), the stages of an application (questions/documents requested) may vary (contextual presentation based on type).

Approved communications / notifications

Descriptions and Clarifications

- Current outbound Salesforce communications will remain in Salesforce as configured
- REVISION shall refine the notification process to provide UI enhancements
- Community Portal Users can select their notification preference (SMS text messages/email/both) by notification type (rentals / sales)

Create, Stage, Submit, Remove property listing for Sale

Descriptions and Clarifications

- All sales listings require a listing checklist (currently on HomeTrek™) which is a form capturing data for review by an APCHA Sales Manager to subsequently create the listing manually, before authorizing external browser access
- If the listing process involves dividing a Unit for an additional Lessee (ex: renting an un-occupied bedroom in a 2-room unit), the listing features may be re-used
- Provide the ability for Owners to create listings for moderation (review and acceptance) by Internal Sales team
- Provide the ability to add images to listing detail

Create, Stage, Submit, Remove property listing for Rent

Descriptions and Clarifications

- Owners can offer their Unit for rent or an un-occupied bedroom in a Unit they own and inhabit (Owner rental Listing)
- An Owner can request the creation of a listing, without becoming a Registered User (un-authenticated user) or property manager (Third Party listing)

Submit bids on Lottery

- Bidding ONLY occurs on units for sale (not for rent)
 - Users must have an approved Sales Qualification (verified buyer) in order to "submit interest for being placed in the lottery for this unit"
- To bid, a Registered User must complete the qualification process
 - The bid process includes the Offer

- There is a maximum bid amount
 - If exceeded an error condition prevents the User from moving forward. Bid amount pre-populates with the max amount and can be changed to be lower. Most bids are submitted at the maximum allowed amount
 - If a bid amount is lower than the maximum allowed amount, a message is displayed that notifies the User this amount will have the effect of placing their bid in a lower priority
- There is no bidding/lottery for Unit Rentals
 - For APCHA managed units, decisions are based upon the highest qualification (example: the person with the longest consistent work history in the city/county)
 - For non-APCHA managed units, it is up to the property manager and whatever guidelines they follow
- Provide a visible representation available for a user to see their "chance" of winning a bid (graphical)

Ability to view associated Salesforce person/case information

Descriptions and Clarifications

- If a user has performed previous transactions in the system, they should be able to view those transactions (or at least a record ID of the information), or an indication of "archived".
 - o It may also be a related record instead of a transaction
- Examples include:
 - status of application(s)
 - previous bids submitted
 - payment(s) history
 - o if Owner current valuation and capital improvements of unit

Ability to submit 'Report Concern' (creating a compliance case in Salesforce)

Descriptions and Clarifications

 Reporting a concern may be identified as created by the authenticated User or contributed anonymously

Ability for Users to view compliance case(s)

Descriptions and Clarifications

- Once a report (case request) has been submitted, and reviewed, Users should be able to review the case including status/resolutions
- A User should be able to view cases that they submitted and/or are party to or mentioned in, in relation to their association with APCHA
- Provide the ability for Users to contribute to a case through the portal. For example, upload evidence or requested information

Ability for users to submit electronic payments

Descriptions and Clarifications

- APCHA is considering a payment gateway change. A new system may or may not include the Salesforce platform as integral to the solution, but certainly informed
- Any portal framework must include the ability to connect to a payment gateway/service securely

Ability for owners to submit listing 'contract' form online

- This form is the first step in an Owner starting the bid/lottery process
- From this form, a Lottery Listing event (Case) is created in Salesforce
- A contract requires completion and signature(s). Today, that process is achieved through manual interaction (not system generated or automated)
- Provide the process to automate contract completion with appropriate Internal review and authorization

Ability for owners to submit capital improvement information

Descriptions and Clarifications

- Similar to submitting interest in a Unit, this capability enables a request for a Capital Improvement within the APCHA policies
- This is a case type (Capital Improvement instead of Application)
- Data attributes are specific to the purpose

Ability for APCHA tenant to access online payment and view transactions

Descriptions and Clarifications

- This capability applies only to APCHA managed units
- Basic payment history and upcoming amounts due and due dates presented (not accounting, no accruals or aging)

Ability for APCHA tenant to submit maintenance requests

Descriptions and Clarifications

- A process similar to submitting an application (supporting a case that is created for review and approval/authorization)
- This is a case type (Maintenance Request instead of Application)
- Data attributes are specific to the purpose

Ability for APCHA tenants to submit a request to move-out

Descriptions and Clarifications

- A process similar to submitting an application (in that a case that is created for review and approval/authorization)
- This is a case type (Move Out instead of Application)
- Data attributes are specific to the purpose

Ability for external users to 'submit interest' for APCHA managed units

Descriptions and Clarifications

- Registered Users can submit interest for APCHA managed units subject to qualification
- Note: Non-APCHA managed units may be leased without external Users first qualifying through the APCHA process

Ability for users to view/search all inventory

- Available units are presented
- Improve search capabilities and resulting displays (example: upcoming availability).
- Enhancement option:
 - It may be considered a service to the City of Aspen's constituency, both permanent and seasonally engaged to present an increased scope of housing availability in areas adjacent to Pitkin County.

Please find here below a comparison matrix created by an independent review of WordPress and 4 other zero/low cost portal technologies that could fulfill the City of Aspen's needs and requirements

	WordPress	Drupal	Joomla	Squarespace	Wix
Cost	Free	Free	Free	Free	Free
Difficulty	Easy	Intermediate	Easy	Easy	Easy
Free Themes	3,000+	2,000+	1,000+	Limited	Limited
Free Plugins	44k	26k	5k	Limited	Limited
Number of Websites	75m	1.3m	2.8m	1m	1.2m
Hosting	Self-hosted	Self-hosted	Self-hosted	Hosted	Hosted
Multilingual supports	Yes	Yes	Yes	Yes	Yes

The WordPress advantages and benefits over competitors is the wealth of support through the huge community of Users, driving quality, capability and features. More functionality questions have been answered and extensions been implemented than competing portal technologies with the same or similar cost-model. Additionally, the skills required to manage and develop for WordPress are more common and prolific. This means that the City will enjoy more choices in new projects (minor or major) in maintaining or extending the portal.

No capability in the known or predicted needs of the City cannot be delivered through existing features of the portal, or extension of the features through development and/or configuration.

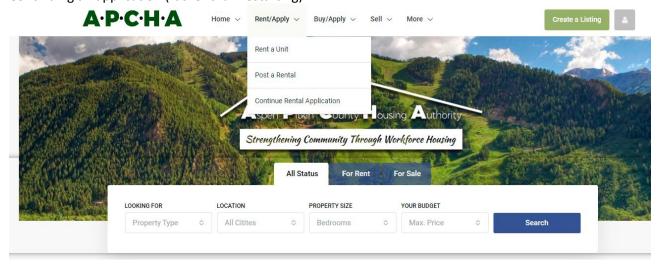
Portal Screen-captures

Please find here below a number of screen-captures of key dashboards, screens and available reports. REVISION has create a PoC (Proof of Concept) portal in order to best understand the applicability of WordPress as the portal technology. This choice relies on acceptance by the City of Aspen. There is opportunity to discuss alternatives, including headless CRM/CMS technologies for which implementation would not be a dis-similar effort.

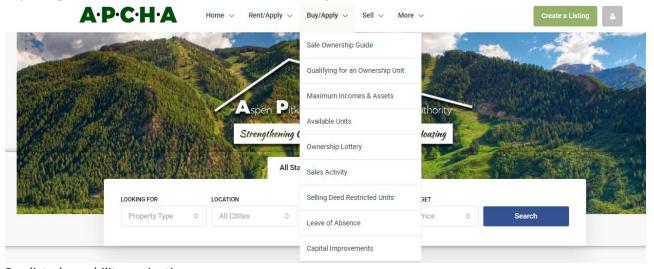
PoC home page:



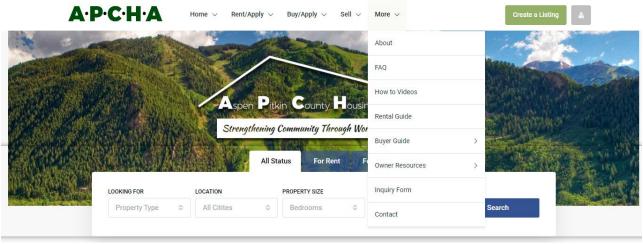
Continuing an application (rather than restarting):



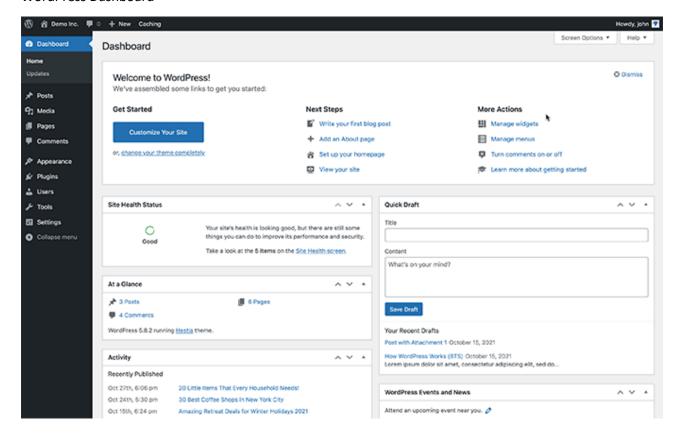
Capturing the Use Cases described in the technical requirements (Exhibit A):



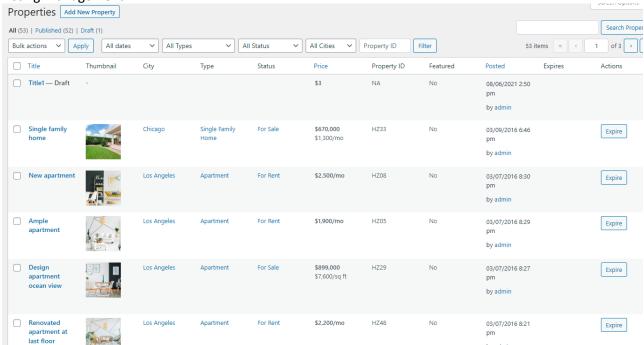
Predicted capability navigation:



WordPress Dashboard

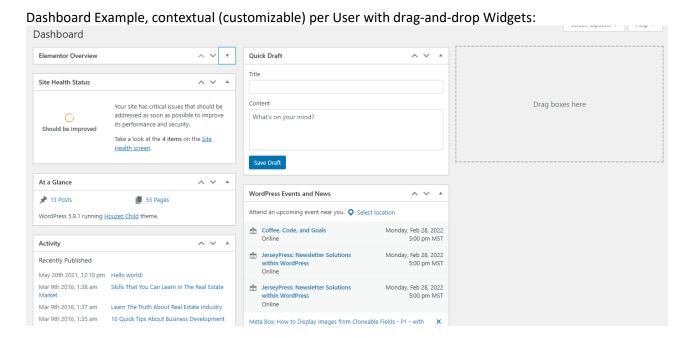


Listing Management:

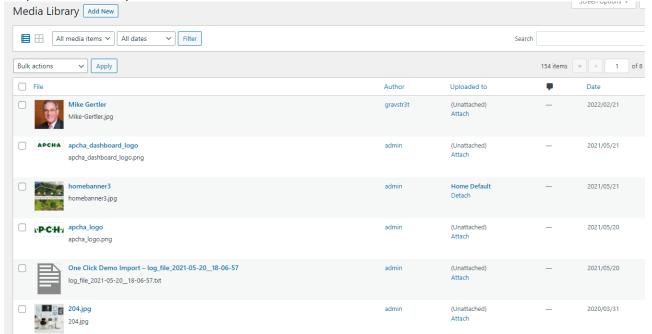


Unit Listing Management capabilities:

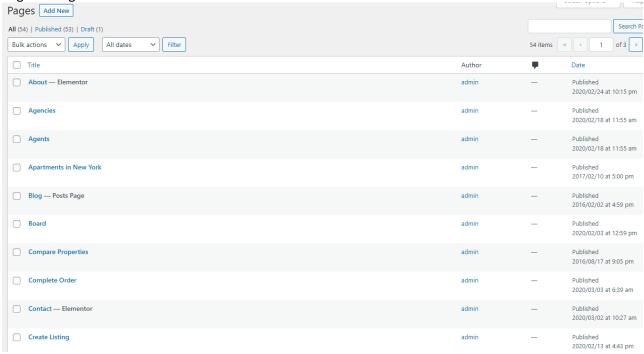




Simple Media Gallery view:



Page Management view:



Additional Administrative Features (note payment integration)

General

Translation

Logos & Favicon

Headers

Top Bar

Splash Page

Login & Register

Price & Currency

Typography

Styling

Property Detail

Print Property

Add New Property

Searches

Search Results Page

Map Settings

Half Map

Listings Options

Taxonomies Layout

Contact Forms

Webhooks

Google reCaptcha

Membership

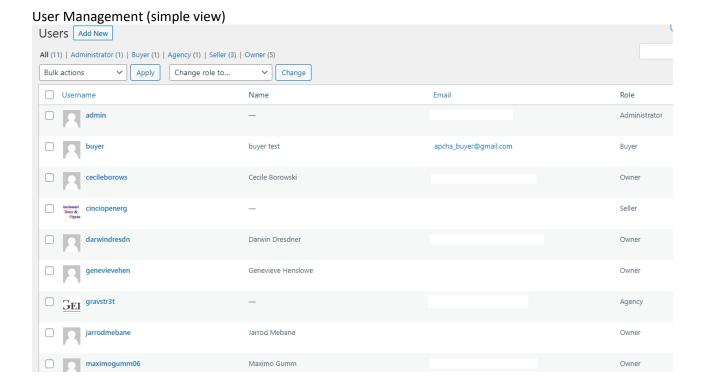
Payment Gateways

Agents

Agencies

Invoice Options

Blog



Additional project related screen-captures are provided in an Appendix to this response.

System security features, including certification level of data center(s), data backup capabilities, secondary site availability and disaster recovery RTO and RPO.

WordPress is a dynamic open-source portal and content management system which is used to power millions of websites, web applications, and blogs. It currently powers more than 43% of the top 10 million websites on the Internet. WordPress' usability, extensibility, and mature development community make it a popular and secure choice for websites of all types. Risk mitigation for the top ten (OWASP risk list) is provided through:

- Injection risk There is a set of functions and APIs available in WordPress to assist developers in
 making sure unauthorized code cannot be injected and help them validate and sanitize data. Best
 practices and documentation are available9 on how to use these APIs to protect, validate, or
 sanitize input and output data in HTML, URLs, HTTP headers, and when interacting with the
 database and filesystem. Administrators can also further restrict the types of file which can be
 uploaded via filters.
- Broken Authentication and Session Management risk- WordPress core software manages user
 accounts and authentication and details such as the user ID, name, and password are managed on
 the server-side, as well as the authentication cookies. Passwords are protected in the database
 using standard salting and stretching techniques. Existing sessions are destroyed upon logout.
- Cross Site Scripting (XSS) risk- WordPress provides a range of functions which can help ensure that user-supplied data is safe. Trusted users, that is administrators and editors on a single WordPress installation, can post unfiltered HTML or JavaScript as they need to, such as inside a post or page.

Untrusted users and user-submitted content is filtered by default to remove dangerous entities, using the KSES library through the 'wp_kses' function.

- Insecure Direct Object Reference risk- WordPress often provides direct object reference, such as unique numeric identifiers of user accounts or content available in the URL or form fields. While these identifiers disclose direct system information, WordPress' rich permissions and access control system prevent unauthorized requests.
- Security Misconfiguration risk- The majority of WordPress security configuration operations are limited to a single authorized administrator. Default settings for WordPress are continually evaluated at the core team level, and the WordPress core team provides documentation and best practices to tighten security for server configuration for running a WordPress site.
- Sensitive Data Exposure risk- WordPress user account passwords are salted and hashed based on
 the Portable PHP Password Hashing Framework12. WordPress' permission system is used to
 control access to private information such an registered users' PII, commenters' email addresses,
 privately published content, etc. In WordPress 3.7, a password strength meter was included in the
 core software providing additional information to users setting their passwords and hints on
 increasing strength. WordPress also has an optional configuration setting for requiring HTTPS.
- Missing Function Level Access Control risk- WordPress checks for proper authorization and
 permissions for any function level access requests prior to the action being executed. Access or
 visualization of administrative URLs, menus, and pages without proper authentication is tightly
 integrated with the authentication system to prevent access from unauthorized users.
- Cross Site Request Forgery (CSRF) risk- WordPress uses cryptographic tokens, called nonces13, to
 validate intent of action requests from authorized users to protect against potential CSRF threats.
 WordPress provides an API for the generation of these tokens to create and verify unique and
 temporary tokens, and the token is limited to a specific user, a specific action, a specific object, and
 a specific time period, which can be added to forms and URLs as needed. Additionally, all nonces
 are invalidated upon logout.
- Using Components with Known Vulnerabilities risk- The WordPress core team closely monitors the
 few included libraries and frameworks WordPress integrates with for core functionality. In the past
 the core team has made contributions to several third-party components to make them more
 secure.
- Unvalidated Redirects and Forwards risk- WordPress' internal access control and authentication system will protect against attempts to direct users to unwanted destinations or automatic redirects. This functionality is also made available to plugin developers via an API.

Due to the flexibility of the lightweight platform presented, it can be implemented on infrastructure preferred by the City of Aspen. The choices include:

- Amazon Web Services (North America location group, the same as Salesforce).
- Microsoft Azure (North America location group, to take advantage of slightly less complexity in leveraging existing use of Office365, DevOps, PowerBI, etc.).
- Other preferred hosting partner(s).

• On-Premise (City of Aspen) infrastructure.

The choice will drive the level of certification to various compliances. During the Inception phase, the team will determine the compliance baseline to select a host or hosts.

Business Resilience

This flexibility also offers selection by resilience and business-continuity criteria, including disaster recovery RTO and RPO. It is not REVIISION's intention to appear evasive with regard to a recommendation but given that the portal has very simple hosting requirements, the choices open to the City of Aspen are very broad, and can change in the future without un-necessary business interruption.

Here below find an example of the Disaster recovery requirements for a LAMP stack application.

The two key metrics that define the requirements for a DR solution are: recovery time objective (RTO) and recovery point objective (RPO):

- RTO is the targeted duration of time and a service level within which a system must be restored after a disaster to avoid unacceptable consequences associated with a break in business continuity.
- RPO is the maximum targeted period in which data (transactions) might be lost from a system due to a disaster.

Continuity is an important part of DR, as a disaster can disrupt not only a single, isolated system but an entire datacenter or colocation facility. In this case, the effort to acquire a new system at an alternate location increases downtime, potentially pushing it beyond the key RTO metric.

LAMP stack applications including WordPress store user content such as blog posts and comments in a MySQL database, while uploads are stored in the file system. Additionally, WordPress can update its own code, plugins, and themes, thus the relevant PHP files are part of the solution. The entire data set must be backed up and restored as a unit in order to be consistent.

Data in a MySQL database and the file system have to be backed up at exactly the same time to maintain a consistent dataset, but it may be hard to achieve as these two data stores may not be co-located and could be backed up with different systems at different intervals. Restoring the latest pair of these disparate backups may cause issues from the wrong content being displayed to re-introducing security vulnerabilities that were patched at the primary site after the backup was taken. This may necessitate restoring from earlier backups until parity is achieved, which increases data loss and recovery time.

Example: On-premises WordPress/LAMP application DR solution on AWS

The DR solution for WordPress uses continuous replication of MySQL databases and file systems to deliver durable and highly available storage in AWS and keeps a replacement system in standby, reducing the running costs and reducing RPO and RTO from hours or days to minutes.

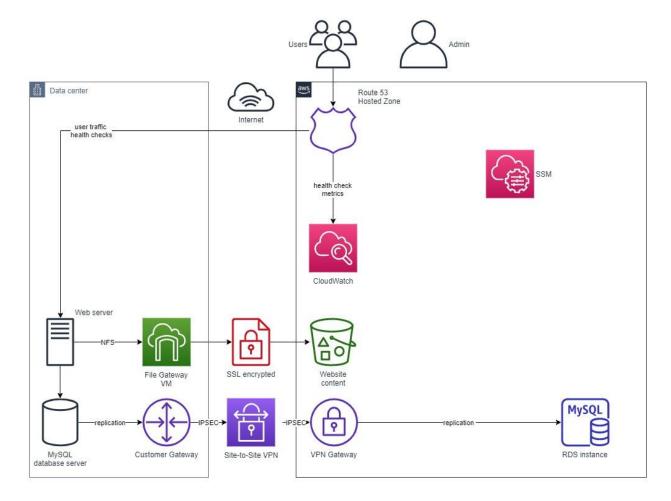


Figure 1: DR solution in standby

To implement this DR solution, a File Gateway virtual machine must first be deployed on premises, along with an NFS share on the File Gateway. This must then be mounted on the Web server and the file system data moved to the NFS share. The File Gateway maintains a local copy of this data for low-latency access and asynchronously uploads it to Amazon S3.

The next step is to create a multi-AZ database in Amazon RDS as a replication target for the primary MySQL database using either binary logs or global transaction identifiers (GTIDs), depending on the version of MySQL. Scheduled backups should be enabled in Amazon RDS. To encrypt the replication traffic, an IPSec VPN connection should be deployed between the on-premises environment and AWS. An existing VPN gateway hardware can be used for this purpose or a Virtual Machine can be used as a VPN gateway software appliance.

The solution deploys a File Gateway on an Amazon EC2 instance and exposes the Amazon S3 bucket containing data replicated from the on-premises file system as an NFS share. Then a Web server is set up on an Amazon EC2 instance and mounts the NFS share from the File Gateway. Then both instances are stopped to prevent them from incurring compute costs while they are in standby.

DNS records point the website domain name to the IP address of the primary webserver. A health check monitors the primary web server; if downtime exceeds a set threshold then an alarm can be triggered in Amazon CloudWatch, sending a notification, which triggers an AWS Lambda function to perform failover. It also starts resolving the website domain name to the elastic IP address of the web server in Amazon EC2, redirecting the website traffic from users to the DR environment in the AWS Cloud.

When an event triggers failover, a notification is sent to the administrator in an email and the AWS Lambda function orchestrates the following steps:

- 1. Retrieve RDS database credentials and VPC parameters from AWS Systems Manager (SSM).
- 2. Detach the VPN Gateway from the VPC to stop replication traffic and prevent the RDS database from becoming inconsistent.
- 3. Invert and disable the health check in Route 53 to prevent the failback in the event of the primary Web server coming back online with state that may be out of date.
- 4. Retrieve the wp-config.php configuration file from Amazon S3 and replace the on-premises database credentials with those of the database running in RDS and write the updated file back to S3.
- 5. Start the File Gateway and the Web server EC2 instances.
- 6. Wait for the File Gateway to become available and trigger the cache refresh, so that up-to-date files are presented to the Web server instance.

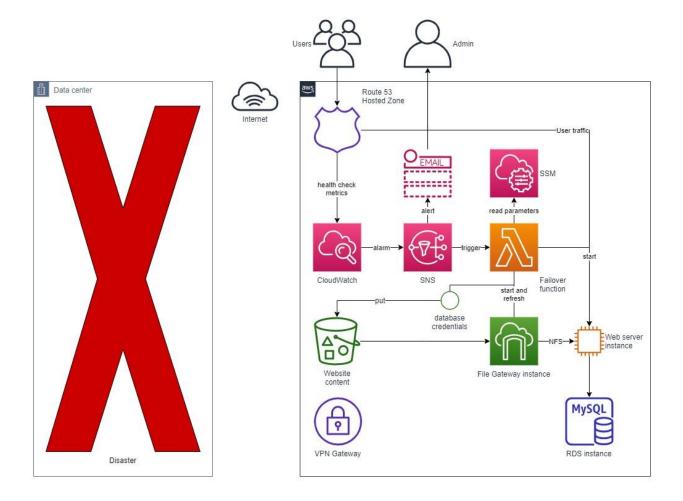


Figure 2: DR solution in failover

At this stage, the failover is complete and the DR website is up and running with up-to-date data. With this solution, it is straightforward to achieve RTO of 200 seconds and RPO of near-zero, as well as a consistent dataset after recovery.

Security of data at rest is provided by enabling encryption of the S3 bucket, RDS database, and Elastic Block Storage (EBS) volumes. Data in transit is encrypted with SSL for file uploads to Amazon S3 and with IPSec VPN for MySQL replication. Network perimeter is enforced by security groups on Amazon EC2 and Amazon RDS instances and by keeping the RDS database in private subnets. Database credentials are kept in SSM parameter store and not hard-coded. If either of the EC2 instances fails, the system checks for a preset amount of time before an Amazon CloudWatch alarm triggers automatic recovery. This solution is extendable to multiple co-located systems and may require minor changes to existing applications.

Approach to APCHA staff training, including number of days and types of on-site training and online training, and staff required to attend

The training phase of this project will ensure that the users and system administrators are ready to use, manage and embrace the new system. REVISION will accomplish this by capturing any use case modifications during the Scrum process in order to reduce the need for training post implementation. However, we do describe here a formal training phase included in our estimate. REVISION shall provide End User Training and Administrative Training.

- End user training will focus on the business operations aspect of the system; the daily use and workflows of the system. REVISION will conduct this training online, in a group session for up to 7 City team members.
- Administrative training will be for staff who will be responsible for administration, maintenance and enhancements. REVISION will conduct this training in an online group session.

We anticipate the resulting solution to follow the same process as the existing HomeTrek® and REVISION's goal is to leverage the knowledge already evident within the APCHA team and reduce the need for training by presenting any process changes during the spring cycle as the requested enhancements to the HomeTrek® process. Due to this simplicity in change management, REVISION recommends the following schedule, as few new features (mostly requested enhancements, therefore expected) will be introduced.

For the HomeTrek® process training REVISION will facilitate two, 2 hour training sessions.

Delivery: Online

Audience: HomeTrek® End Users

For the portal administration and settings, REVISION will facilitate four, 1 hour training sessions

Delivery: Online

Audience: Portal Administrators.

Approach to First Year Support Post-Go Live

REVISION provides support to multiple clients for portals of very similar complexity, and have found that the optimal approach is delivery of effort simply defined as a block of hours. Our goal is to ensure that a

support structure involves a client tier one support team of super users and subject matter experts that work directly with the end-users. REVISION shall provide the Tier 2 to Tier 4 technical support to the City Tier 1 response team.

Approach to Ongoing Support

Ongoing support is provided as an optional commitment by REVISION of a support team familiar with the City's solution. As above, the method in which we deliver this support is a block of hours configured as monthly 'use or lose' for lowest cost. Should the City require aggregation of unused hours, REVISION can refine an estimate for same.

Warranty Term and Coverage

REVISION will provide 4 weeks of warranty support to address critical (Severity 1) and high severity (Severity 2) issues only. The warranty period starts immediately on completion of production deployment (go-live). The completion of the production deployment will be identified by APCHA confirming, in writing, that the system is ready for promotion to production and that defined User Acceptance Testing has been completed and defects resolved. The definitions of Severity 1 and Severity 2 are provided below:

- 1. Severity 1 Critical: A bug in the REVISION delivered software code or configuration that will result in:
 - A complete or substantial loss of service functionality or accuracy with no credible workaround, for one or more coreAPCHA business services.
- 2. Severity 2 High: A bug in the Portal delivered software code or configuration that will result in:
 - The functionality of the software being adversely affected, but can be circumvented, or
 - Certain functions within the software being disabled, but the Software remains operable for key APCHA business services.

The Warranty Period warrants that:

- Work performed in connection with the agreement was performed in a competent, professional and workmanlike manner, and of industry standard quality;
- Work performed and deliverables comply with applicable laws;
- Work performed and deliverables were provided in accordance with and confirm in materials
 respects to specifications and requirements set forth in an executed agreement and any associated
 Change Orders; and that
- Deliverables perform as expected individually and as a total system.

To receive warranty remedies, the City of Aspen must report any deficiencies to REVISION in writing, within the Warranty Period. If an item is reported by the City of Aspen within the warranty period, resolution will be completed under the warranty regardless of the delivery date of the resolution falling outside of the warranty period. REVISION shall correct deficiencies in the Services or Work identified by the City of Aspen during the Warranty Period, provided that the defective Services or Work is not caused by any inappropriate, improper or unforeseen usage of the Work or Services by the City of Aspen, unless such actions are taken at the direction of REVISION. If the deficiency is related to a software issue beyond the control of REVISION, REVISION shall work in good faith with the City of Aspen's software or service partners or providers to resolve the situation or develop a workaround solution that materially meets the City of Aspen's requirements as defined in an executed agreement.

Out of Scope

REVISION considers the following items out of scope for the estimate delivered in this response:

- Solution hosting; can be fulfilled using existing City infrastructure
- Branding and Design
- Licensing; licensing of all components other than WordPress are not included
- Salesforce configuration outside of the data synchronization required in the delivery of this scope
- WordPress configuration outside of the HomeTrek™ feature transformation
- Any componentry changes including integrations outside of the HomeTrek transformation scope that may impact City of REVISION team resource availability or level of effort

Project Schedule

REVISION has defined the period of performance and shall deliver the business capabilities in monthly milestones.

Our goal is to complete this project in an elapsed four-calendar month period. This is dependent on the City team's availability, project priority and the methodology preferred by the City. Our reasoning is that if the City is comfortable contributing to and integrating with the Agile process and ceremonies (i.e. daily standups), the cadence shall support the goal. REVISION is not presenting the Agile methodology as the only delivery mechanism and will work in the context of the City's preferred methodology.

REVISION is sensitive to APCHA's priority for this project, other initiatives and the APCHA SME team availability. A high-level overview of activities is presented here for context, and a full manifest of the activities and predicted milestones below.



Task Name		Q2		Q3	
	Apr	May		Aug	Sep
APCHA Secure Portal					
Inception					
Co-authoring the Project Charter					
Defining Business objectives and confirm the project organization					
Team roles and commitments					
Responsibilities as Partners, and as a collective team					
Identify the Product Owner					
Resolve assumptions					
Confirm schedule and deliverables					
Define a communication plan as considered meaningful by the City					
Design					
Workshops to refine the project backlog					
Review of As-Is and To-Be processes mapped to the TO-BE technology model					
Define the Business Cases and populate the User Stories					
Establish phasing, tentative sprint plan and prioritization with business context					
Classify backlog into OOB, Configuration, Coding as committed in this response					
Determine data migration, cleansing and unknown integration needs					
Build Sprint1		[
Registration					
Eligibility process					
Review Listings per Eligibility					
Ability for Users to view/search/filter all inventory					
Ability for External Users to 'submit interest' for APCHA managed units					
Submit Applications					
Build Sprint 2					
Submit Application Files/Artifacts,					
Approved Communications / notifications					
Build Sprint3					
Create, Stage, Submit, Approve, Remove Unit listing for Rent			1		
Create, Stage, Submit, Approve, Remove Unit listing for Sale					
Ability for APCHA tenant to submit a request to move out					
Ability for APCHA tenant to submit maintenance requests					
Build Sprint 4					
Ability to view associated Salesforce person/case information					
Lottery process					
Ability to submit bids on lottery					
Ability to create/submit "Report Concern" (Salesforce compliance case)					
Ability for Users to view Compliance Case(s) detail					
Build Sprint 5					
Build Sprint5					
Build Sprint 5 Ability for APCHA tenant to access online payment					
Build Sprint 5 Ability for APCHA tenant to access online payment Ability for APCHA tenant to view transaction event history					
Build Sprint 5 Ability for APCHA tenant to access online payment Ability for APCHA tenant to view transaction event history Ability for APCHA tenant to submit electronic payments					
Build Sprint 5 Ability for APCHA tenant to access online payment Ability for APCHA tenant to view transaction event history Ability for APCHA tenant to submit electronic payments Build Sprint 6					
Build Sprint 5 Ability for APCHA tenant to access online payment Ability for APCHA tenant to view transaction event history Ability for APCHA tenant to submit electronic payments Build Sprint 6 Ability for Owners to submit listing 'contract' form					
Build Sprint 5 Ability for APCHA tenant to access online payment Ability for APCHA tenant to view transaction event history Ability for APCHA tenant to submit electronic payments Build Sprint 6 Ability for Owners to submit listing 'contract' form Ability for Owners to create/submit listing request					
Build Sprint 5 Ability for APCHA tenant to access online payment Ability for APCHA tenant to view transaction event history Ability for APCHA tenant to submit electronic payments Build Sprint 6 Ability for Owners to submit listing 'contract' form Ability for Owners to create/submit listing request Ability for APCHA Sales to modify/deny/approve listing					
Build Sprint 5 Ability for APCHA tenant to access online payment Ability for APCHA tenant to view transaction event history Ability for APCHA tenant to submit electronic payments Build Sprint 6 Ability for Owners to submit listing 'contract' form Ability for Owners to reate/submit listing request Ability for APCHA Sales to modify/deny/approve listing Ability for Owner to submit capital improvement information					
Build Sprint 5 Ability for APCHA tenant to access online payment Ability for APCHA tenant to view transaction event history Ability for APCHA tenant to submit electronic payments Build Sprint 6 Ability for Owners to submit listing 'contract' form Ability for Owners to create/submit listing request Ability for APCHA Sales to modify/deny/approve listing Ability for Owner to submit capital improvement information Ability for Owner to edit capital improvement information					
Build Sprint 5 Ability for APCHA tenant to access online payment Ability for APCHA tenant to view transaction event history Ability for APCHA tenant to submit electronic payments Build Sprint 6 Ability for Owners to submit listing 'contract' form Ability for Owners to create/submit listing request Ability for APCHA Sales to modify/deny/approve listing Ability for Owner to submit capital improvement information Ability for Owner to edit capital improvement information STQA, Knowledge, Training					
Build Sprint 5 Ability for APCHA tenant to access online payment Ability for APCHA tenant to view transaction event history Ability for APCHA tenant to submit electronic payments Build Sprint 8 Ability for Owners to submit listing 'contract' form Ability for Owners to create/submit listing request Ability for APCHA Sales to modify/deny/approve listing Ability for Owner to submit capital improvement information Ability for Owner to edit capital improvement information STQA, Knowledge, Training Software Testing and Quality Assurance (collate sprint review testing)					
Build Sprint 5 Ability for APCHA tenant to access online payment Ability for APCHA tenant to view transaction event history Ability for APCHA tenant to submit electronic payments Build Sprint 8 Ability for Owners to submit listing 'contract' form Ability for Owners to create/submit listing request Ability for APCHA Sales to modify/deny/approve listing Ability for Owner to submit capital improvement information Ability for Owner to edit capital improvement information STQA, Knowledge, Training Software Testing and Quality Assurance (collate sprint review testing) STQA, Knowledge, Training					
Build Sprint 5 Ability for APCHA tenant to access online payment Ability for APCHA tenant to view transaction event history Ability for APCHA tenant to submit electronic payments Build Sprint 6 Ability for Owners to submit listing 'contract' form Ability for Owners to create/submit listing request Ability for APCHA Sales to modify/deny/approve listing Ability for Owner to submit capital improvement information Ability for Owner to edit capital improvement information STQA, Knowledge, Training Software Testing and Quality Assurance (collate sprint review testing) STQA, Knowledge, Training Capture documentation (business cases, User stories, test history)					

Subproject: Optional Website Build

In the interest of lowered expense for the City, REVISION is most comfortable providing recommendations, based on a needs analysis, for transforming the existing website content and flow to the WordPress platform such that the staff and community user experiences are more holistic, technical complexity is reduced, subscription costs are reduced, the security attack surface is reduced and User training needs are more focused.

Section 3 – Qualifications

REVISION is uniquely qualified to serve the City of Aspen and APCHA for this project for the following key reasons:

- Our team has a detailed and documented understanding of the existing HomeTrek™ solution, its components and integrations, strengths and areas considered for improvement, and can effectively implement a fresh solution without a lengthy discovery phase. The benefit to the City of Aspen is reduced project period, reduced impact to City of Aspen teams and reduced cost.
- We have proven and demonstrated experience implementing community portals for other clients that communicate and synchronize with Salesforce® and the ecosystem of partner technologies such as Conga® AdobeSign™, Docusign®, Experian, USPS, OKTA and others. Our past performance on similar projects has provided significant cost savings and return on investment for our Clients. The benefit to the City of Aspen is minimized risk in re-using proven methods and experience delivered by team members who have 'walked this exact walk'.
- REVISION's practice areas provide cover for not only all of the technology process needs voiced in
 the City's Request for Proposal, but as importantly the business, security and compliance aspects
 known, predicted and mentioned in the Technical Requirements Exhibit A. We possess the skills 'inhouse' in all areas to support this vital implementation including integration inter-dependencies,
 business continuity and disaster recovery best practices, organizational change management and
 training. The benefit to the City of Aspen is optimal risk-management, achievable expectations,
 solution adoption and removal of un-necessary business friction.

Qualifications and Expertise

REVISION has deep experience implementing Salesforce solutions, as well as designing and implementing portals that integrate with Salesforce, for a variety of public sector clients − large and small. REVISION was recently retained by APCHA to conduct an alternative license model analysis, aimed at reducing license costs, improving ease of use and communications. This project gave us a unique understanding of the current capabilities that exist for Community Portal users via HomeTrek™, and provided us with a unique opportunity to document use cases as well as identify a number of optional opportunities for improving the process and user experience. The key personnel we are proposing for this project include the project team who were involved in the APCHA alternative license model analysis project.

Key personnel

Project Manager/Business Analyst – John Berkley

Principal Consultant with over 30 years' experience in information technology and 10 years' experience in successfully delivering high-profile portfolios, programs, and projects. Experience

managing projects from inception to closure including planning, scheduling, budget management, risk /issue mitigation and vendor management. Industry experience includes Retail, Financial, State and Local Government, Supply Chain, and Healthcare. Demonstrated experience in business analysis, process improvement, user training and bridging gaps between business and IT organizations. Experienced with Agile and Waterfall methodologies. Experience leading the following REVISION projects:

- APCHA Alternative License Model Analysis Project
- Colorado Office of Public Guardian Case Management (similar scope and size to Aspen's Community Platform project)
- Judicial Department of Colorado Technology Transformation
- El Paso County Document Management Analysis
- Department of Education
- Department of Natural Resources
- Colorado Attorney General's Office
- Restorative Justice

Solution Architect – Matt Sully

Over 20 years of experience and a diverse Solutions Architecture background with extensive experience in Salesforce, enterprise system integration, interface development and documentation, Mobile Strategy, Privacy & Security as well as BC/DR expertise. Responsible for creating & delivering solutions using Salesforce/Apex, Force, Visualforce and J2EE technologies, as well as application design, development and support of Salesforce related projects.

- Develops and articulates IT solutions based on the enterprise's compliance posture, strategic business and technical requirements.
- Experience managing and architecting for multiple technical integration project SDLCs
- Systems integration enabling enterprise agility and architectural alternatives
- Business Continuity Planning/Disaster Recovery Planning for Government Agencies
- Business Impact Analysis for Government Agencies
- In-depth understanding of disaster recovery and business continuity planning and testing in a cloud environment
- Software architecture design and development experience, from system to component level, using RUP (Rational Unified Process), Agile and Scrum methodologies.
- Salesforce Lightning needs assessment expertise

Experience leading the following REVISION projects:

- APCHA Alternative License Model Analysis Project
 - Colorado Office of Public Guardian (similar scope and size to Aspen's Community Platform project)
- Colorado Judicial Branch
- Department of Natural Resources
- Department of Education
- Denver International Airport
- City of Aspen
- Colorado Child Protection Ombudsman
- Colorado Attorney General's Office
- Restorative Justice

Client Engagement Manager – Pam Neal

20-year track record of demonstrated success delivering technology and transformation solutions to her clients. Extensive experience working with Public Sector Clients, as an Engagement Manager, Delivery Manager, Project Manager, Management Consultant and Business Analyst. Has overseen many, large scale Salesforce engagements with REVISION's clients, ensuring customer success. Serves as the primary point of contact for REVISION's largest clients; responsible for ensuring the proper scoping, scheduling, resource loading, and cost estimating of projects. Will serve as the primary point of contact for the client and will work with REVISION executive management to ensure project success.

Experience leading the following REVISION projects:

- APCHA Alternative License Model Analysis Project
- Colorado Judicial Branch
- Department of Natural Resources
- Department of Education
- Denver International Airport
- City of Aspen
- Colorado Child Protection Ombudsman
- Colorado Office of Public Guardian
- Restorative Justice
- Colorado Attorney General's Office

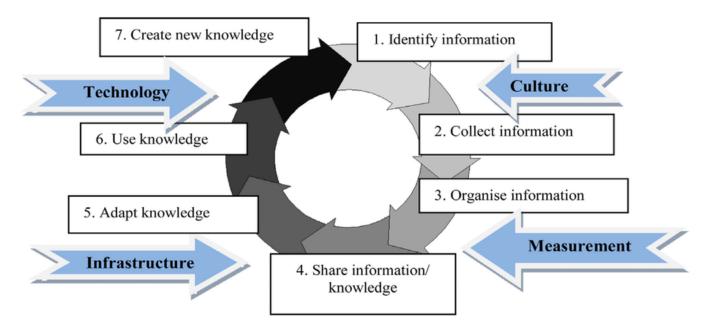
Knowledge and Skills Transfer

An effective knowledge transfer strategy combines technology, culture, measurement, and infrastructure in order to share knowledge across multiple areas in your organization. The REVISION Knowledge Transfer supports the City of Aspen in the following ways:

- Accelerates the accumulation and dissemination of knowledge across your organization
- Provide easy and rapid knowledge access to your team
- Eliminates time and space constraints in communications
- Stimulate associates to experience the value of sharing knowledge in providing custom-tailored service to customers
- Respect the dignity of everyone by cultivating an environment that enhances his or her professional development and recognizes each person as a valued member of a serviceoriented team

The Agile process ensures regular team interaction to discuss and document iterative builds/releases/changes that shall be documented, resulting in both education/training and knowledge gathering throughout the project cycle. Typically this results in a reduced need for a knowledge transfer event at or near project completion. Our project plan calls out a phase for testing, quality and training, and this period fills in and formalizes the learning that has occurred throughout the project.

The application of knowledge transfer attracts other benefits including improved company culture, improved quality of service, faster business processes, increased efficiency, and better use of business technology and resources. Since knowledge exists in the mind, the best way to transfer knowledge within an organization is to start with considering how knowledge is transferred from one person to another. We transfer project knowledge across multiple areas and roles, and will employ a variety of approaches and tools depending on the knowledge recipient's context.



REVISION has broken the knowledge transfer process into 5 steps, including the applicable tools for each.

Step 1: Identify & Collect Knowledge

The process starts with the cultivation of knowledge. This takes place in the culture of your company. This involves:

- Brainstorming ideas
- Learning new skills
- Inviting in experts or other consultants
- Seeking solutions to problems
- Designing new projects

The result is "intangible" knowledge we need to collect, document, and share with the team. To create a strong culture of knowledge generation we shall:

- Surface technical roadblocks or challenges
- Document solutions and implement or backlog the recommendations
- Seek input from team members and outsiders
- Encourage collaboration and teamwork
- Mentor and coach the team where appropriate, on request
- Train and develop team comfort with access to knowledge

Our goal is to create a factory of ideas and an environment that encourages innovation – where everyone can share their ideas, input, and expertise.

Step 2: Capture & Store Knowledge

Effective Knowledge Capture and Management is more than just having a file cabinet or folders. The City must have an infrastructure that makes sense for the business purpose and makes access to that knowledge fast and simple. Having a knowledge base in place will help you manage both tacit and explicit knowledge.

The knowledge repository shall include:

- Reports
- Visuals and videos

- Document libraries
- Knowledge portal hyperlinks

Step 3: Transfer & Share Knowledge

Having a central repository (single system or virtual (group of systems)) the City can message availability to circulate that information to other people and/or departments. This knowledge transition process is made more efficient and affordable by selecting the most appropriate technology.

- Knowledge Transfer Plan:
 A clearly outlined process document for how knowledge is to be shared.
 - A file repository (like SharePoint or WordPress) that organizes the knowledge and potentially automates knowledge sharing.
 - Communication facilities (like Office365) that facilitate collaboration and communication.
 - A dedicated person or persons to circulate the knowledge to the appropriate department(s).
 - A follow-up process to confirm that the information was delivered to the right people in the right way at the right time.

The manifestation of this process will depend on a variety of factors – from your business structure to the size of the team to the budget available for tools and resources.

Step 4: Apply Knowledge & Measure Results

The next step is to apply this knowledge and measure the results. Assessing success will require tools or monitoring access events to assemble key performance indicators (KPIs).

Identify the key knowledge holders in your organization. Does the knowledge "trickle down" o get pushed up? Who are the visionaries? Provide all team members the opportunity to share the knowledge they have. Motivate sharing. Encourage the internal subject matter experts to share their knowledge. Provide a platform to do that – whether that be through a communication channel, by giving them the floor during company meetings, or providing some other medium.

Make sharing easy. Have fast and simple tools available for people and departments to share information. Measure results consistently. Set standards and benchmarks. Monitor progress. Communicate the results. Be receptive to input and adjust when necessary.

Apply the knowledge. Offer incentives for team members to be innovative and take initiative. Encourage taking appropriate risks.

Continue generating knowledge. Bring in industry experts, offer training, hold brainstorm sessions, and otherwise encourage a community that pursues knowledge

Step 5: Create New Knowledge

As we discover that a new idea, technology, or method is proving successful we can apply this to other areas of knowledge sharing. Maintaining the knowledge transfer system (process, culture and system) will ensure that the City's continuous improvement is never stagnant when it comes to new ideas and problem-solving.

Section 4 – References

Colorado Office of Public Guardian

Project Name: Case Management System, Website and Portal Implementation

Year: 2019 - Present

Contact: Ms. Sophia Alvarez

Email: sophia.alvarez@colorado-opg.org

Phone: 720.471.9145

Project Status: Project Complete; REVISION continues to provide enhancements & support

Project Description/REVISION Roles & Responsibilities:

The Office of Public Guardianship (COPG) provides guardianship services for indigent and incapacitated adults, within the targeted judicial district, when other guardianship possibilities and exhausted.

REVISION designed and implemented a solution for COPG to meet the needs of a scalable case management system allied to a brochure website and interactive portal, enabling this newly formed organization to be fully operational in 3 months. The resulting solution enabled COPG staff to track caseloads for appointed Guardians, who have responsibility for overseeing legal, medical and housing decisions for each Ward under their care. The scope of work also included visualization of recording application intake, intake association to Guardian Users, assessment data capture, artifact collection, decision capture, automated email distribution and reporting to meet legislative Statutes

Salesforce licensing costs savings were achieved by reducing the need to provide licensing for an unknown volume of Provider/Practitioner Contributors, yet still maintain a User Store and validation of identity. This application of 'fitness-for-purpose' and controlled licensing costs have ensured CRM costs scale for this client. Two technology platforms were identified to meet stringent security controls: simple, predictable maintenance and interoperability. REVISION recognizes the challenge of identifying cost-control for all of our clients and will always provide design with system and technology platform agnosticism, yet still ensure best practice and enviable security controls.

City and County of Denver, Technology Services

Project Name: Salesforce Implementation and Configuration

Year: 2017

Contact: Michael Wright

Email: michaelrogerwright@hotmail.com

Phone: 720-320-5985

Project Status: Completed on time and on budget Project Description/REVISION Roles & Responsibilities:

Over the three years, REVISION supported the City and County of Denver with their Salesforce 311 initiative, accepting and adapting to a previous Vendor's configuration. REVISION provided the architecture, configuration, development, administration/business analysis, training, support and thought leadership for the City's Salesforce implementation through our on-call contract with the City. Working on behalf of the CCD's Technology Services Division, REVISION has supported many of CCD's agencies with their Salesforce implementation, including:

- 311
- Elections
- Office of Children's Affairs
- Boards & Commissions
- Hearings Office
- Public Works Street Maintenance (Access replacement)

- National Western Center
- Parks & Recreation
- Payroll Help
- Peak Academy
- DIA (Text to Case, Live Chat)
- Elections
- Board of Adjustment ...and many more

Port Authority of NY/NJ (PANYNJ)

Project Name: Airline Billing System Portal

Year: 2021 - present Contact: Brian Levine

Manager, Strategic Analysis & Forecasting

Email: blevine@panynj.gov
Phone: 212-435-3764

Project Status: Providing ongoing development, enhancements and support

Project Description/REVISION Roles & Responsibilities: PANYNJ Airline Data Entry Portal (ADEP) Project

REVISION developed a web-based, password-protected data entry portal for PANYNJ to allow airline carriers to enter monthly passenger, operation and cargo data. The Forecasting & Traffic Statistics group within the Aviation Strategy Unit of PANYNJ was previously collecting this data through emailed Excel spreadsheets or faxed documents from the airlines, which were then entered manually through an Oracle Forms based data entry system, known as Air Traffic Statistics System (ATSS). As a result, there was a significant lag between when the data was received to when it was completely entered and verified. Since this data is used for numerous purposes, including planning, forecasting, revenue management, and analytics, it was critical that it be available as quickly as possible. This portal allowed data to be directly ingested into the Port Authority's new ADEP Azure cloud database. The main advantages of this solution were the ease-of-use, flexibility, ability to manage quality assurance, reduction in lag time between when the airlines submitted the data and the data being available to all PANUNJ partners and collaborators. This also allowed the Forecasting & Traffic Statistics group to focus on data accuracy and availability instead of data entry; being that landing fees are one of the largest sources of revenues for the airports, this solution provided the opportunity for more accurate and increased revenue streams. ADEP provided a much easier and much more streamlined solution for PANYNJ airline carrier customers to submit their data, enhancing their overall experience and making it easier for carriers to do business with PANYNJ. Furthermore, online data submittal increased PANYNJ's operational excellence by decreasing the time lag from data capture to final reporting and increasing accuracy in the resulting monthly and annual traffic reports. Finally, this project provided the client with the capability to leverage and build upon efforts with the larger Aviation Data Analytics Warehouse (ADAW) and Governance initiatives at PANYNJ; airport passenger, operations, and cargo data now flow seamlessly into ADAW for department-wide dashboards, visualizations and KPIs. REVISION designed this system to automate and simplify workflows with an architecture that minimizes per user cost. After providing implementation and training services and managing adoption, etc. REVISION now provides ongoing support. The portal is available 24/7/365 and is being used by over 100 airlines doing business at PANYNJ with over 200 users around the world.

Section 5 – Pricing

Initial Costs

- The first year subscription and licensing costs of WordPress are zero (\$0).
- Maintenance of the WordPress portal is an administrative capability requiring no REVISION resources.
- Support is optional and presented in another section of this proposal.
- REVISION's implementation, including development and professional services costs are \$
- During the inception phase, REVISION will support the City in identifying the most advantageous cost model for implementation of equipment the city may choose to purchase or subscribe to.
- REVISION's estimate above represents the total costs associated with REVISION's responsibility to deliver the project (inception through go-live).

Charges Associated with Change Orders

- The project design phase is the mitigation plan for design or functional changes, that could be considered a change order versus a clarification of requirements. Examples of changes are:
 - New Use Cases (previously undocumented).
 - Functional changes introduced due to City infrastructure changes.

Ongoing Costs

Describe all on-going costs:

Annual licensing and/or subscription costs will not be increased through the implementation and use of WordPress. The primary goal of the project is to reduce subscription costs through the use of WordPress to reduce the business capabilities currently fulfilled by the Salesforce Community Portal. REVISION does not predict any escalation of these costs over time.

REVISION has provided a cost effective support model to minimize ongoing costs. These have been determined to be most efficiently consumed as a block of hours.

Schedule for Project Charges

REVISION has defined the period of performance in the project schedule, and shall deliver the business capabilities in monthly milestones as indicated. REVISION shall invoice monthly charges for this project per milestones delivered. Should the City be comfortable with the arrangement of business capability delivery in the schedule proposed, REVISION can detail monthly charges derived from the project plan. In our experience, prioritization and consumption of the business capabilities rarely if ever match the project plan as the business capabilities become rearranged in the backlog during the inception and design phases. Therefore, REVISION's schedule for charges can most simply be understood as the overall estimate divided by the period of performance.

Pricing Assumptions, Risks, Exclusions

General Assumptions:

General Assumptions for REVISION

 Project will be executed in Agile methodology with the REVISION and the APCHA team working remotely. Our assumption is that all identified business Use Cases will be completed within the planned number of two-weekly sprint cycles, defined in our project plan.

- REVISION's cost estimate is based on a 22 week maximum period of performance, extensions to that period of performance, due to City resources (team, infrastructure, other licensing, City Vendor capabilities) may impact the period of performance estimated.
- We assume that remote collaboration will be delivered using Microsoft® Teams™, or Aspen's preferred online meeting tool that the REVISION team is able to access.
- Travel is not anticipated, but in the event that it is required, REVISION will be reimbursed for project-related expenses including but not limited to parking expenses, as well as any required travel by out-of-town resources including but not limited to hotel, mileage and/or a trip charge, food per diem and parking costs.
- We assume that any necessary integrations (Paymentus, SharePoint, Salesforce data exchange) are enabled by City of Aspen licensing and configurations. Any additional integrations will be costed outside of the scope of this project.
- REVISION assumes that the portal solution shall be WordPress. Should the City select an alternative portal platform, the scope of our response shall be re-defined and reestimated.
- REVISION's cost estimate is based on the proposed architectural/functional components herein. Any changes to the componentry or architectural model may attract cost changes.
- The 8 hours of training included in the Knowledge Transfer statement above (not including the knowledge transferred during the Sprint cycles (acceptance) will be provided to key Users. Training will be conducted via Teams online demonstrations and systems walkthrough. System guides to the capabilities delivered will provide the basis of City training documentation, created by the City.
- If Knowledge Transfer or Training identify any functional or interface changes or new Use Cases not identified during the Design phase, REVISION will maintain a backlog on behalf of the City for consideration, and REVISION will provide an estimate for delivery of the backlog items at the request of the City.
- REVISION's system documentation will be comprised of a configuration workbook and visual use case descriptions.
- Hourly rates will automatically increase 3% annually beginning 12 months after effective date.
- Acceptance tasks and activities will be performed by the City during each sprint cycle for business capabilities presented at the close of each cycle.
- Deliverables are assumed to be accepted after 5 business days unless rejected by the identified City
 of Aspen Decision Maker in writing with reasonable details defining the issues to be corrected.

General Assumptions for City of Aspen

- City of Aspen will provide copies of current documentation including any process, design or architecture documents already created.
- Aspen will provide the appropriate project team members for the project, and commits to performing their responsibilities in a timely manner. Aspen will provide test data for all the testing stages for all environments (development, test, full sandbox) in the form of Excel, .csvfiles. Test data may include actual data.
- Maximum number of City of Aspen training sessions is limited to 6.
- Upon notification by REVISION that updates have been deployed in the test environment: City of Aspen will promptly perform testing and shall provide findings of such testing to REVISION within 5 business days.
- City of Aspen shall provide REVISION with timely access to the sandbox(es) environment to investigate and troubleshoot identified issues.
- Aspen will provide REVISION with a single point of contact within a week of starting the
 engagement, and will assist in getting the meetings scheduled without delays, as this would extend

the timelines and cost of the exercise

- City of Aspen will provide design assets for the new system, including marketing and branding assets.
- City of Aspen will be responsible for all software license procurement and cost.
- If City of Aspen requests REVISION to assist in the technical documentation, troubleshooting and fix resolution of any Salesforce, Conga or non-WordPress system bug, the work effort for this additional support will require a Change Request.
- Any change in scope, efforts, and/or timeline by City of Aspen will be discussed during sprint planning and grooming meetings.
- Any significant delay in the project caused by the City of Aspen will be addressed through a change request.
- City of Aspen is responsible for hosting developed applications and providing server(s) with all
 necessary licensed software which should be installed and configured. City of Aspen is responsible
 for configuring firewalls to enable Internet, file, database, and interface access.
- Members of City of Aspen management and staff directly vested in the success of this project will be available to participate in ad-hoc workshops and scheduled daily meetings.
- Deliverables are assumed to be accepted after 5 business days unless rejected by City of Aspen Decision.

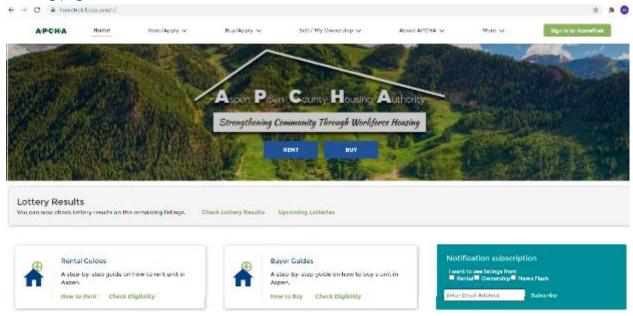
General Assumptions for Both Parties

- Efforts needed for any value adds will be discussed in sprint planning sessions and will be considered as an input to the backlog for the City to discuss independently with the Change Control Board.
- It is assumed that a Monday will be selected for sprint start dates.

Appendix

Additional screen-captures confirming REVISION's understanding of the APCHA business process.

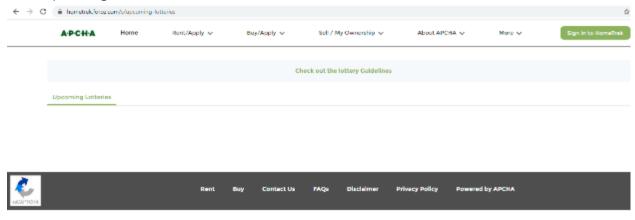
Landing page after authentication:

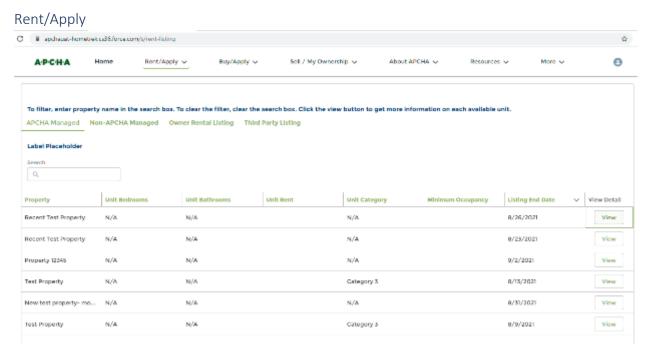


Check Lottery Results



View Upcoming Lotteries





Map display is from City of Aspen ESRI/GIS and is not flexible or performant.

User can select from 4 property types:

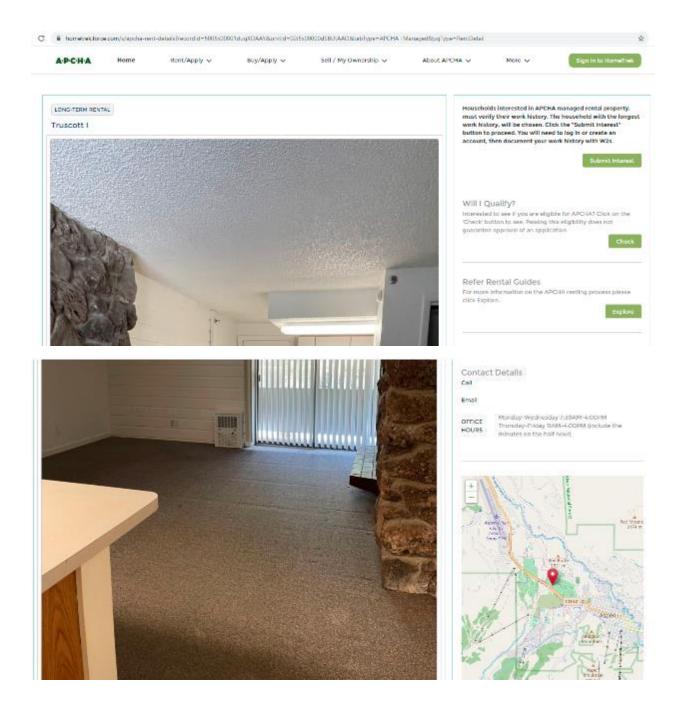
To filter, enter property name in the search box. To clear the filter, clear the search box. Click the view button to get more information on each available unit.

APCHA Managed Non-APCHA Managed Owner Rental Listing Third Party Listing

The 4 types display differently. Some have a type title and empty grid, some have no grid, some have different white-space between the header and the ESRI/GIS display.

There is no option to "Display All" for all types or all properties of a single type (the latter may exist if there were available properties to display. These could be UAT issues.

View Listing reveals:



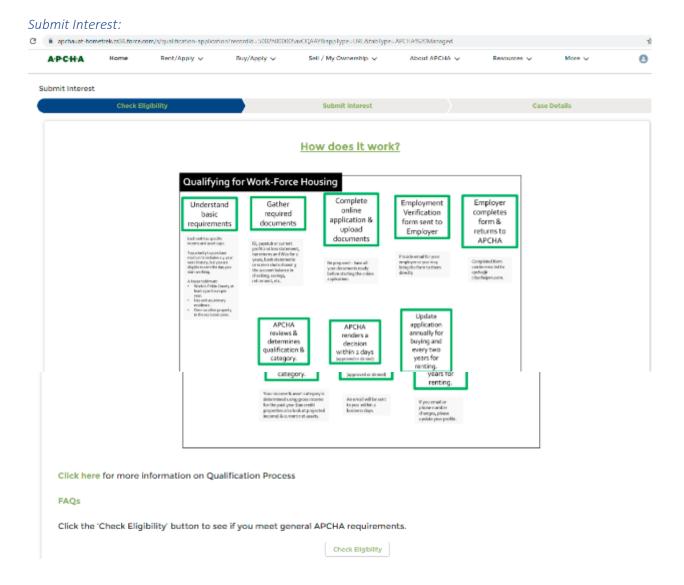
 m^{p^n}

Storage Unit

Property Description Unit Rent Unit Deposit Minimum Occupancy RO \$828.00 \$1656.00 Studio Listing Description PLEASE DO NOT SUBMIT INTEREST FOR THIS UNIT MORE THAN ONCE. Maximum Occupancy: 2 Persons Utilities are not included No Pets Allowed One unassigned Parking Spot Available: TBD NO SMOKING Background checks are now required at point of qualification PLEASE READ THE INFORMATION BELOW BEFORE YOU SUBMIT INTEREST IN THIS UNIT. 1. Priority will be given to the individual with the longest proven consecutive full-time employment history in Pitkin County. 2. Rental Signup will be from 5:00pm 7/30/2021 to 3:00pm 8/4/2021 3. To be eligible for a unit, you must provide documentation that shows continuous, full time work history in Pitkin County. . To submit your work history verification, once you have submitted interest, go back to your account profile, to the right-hand side of the screen, there is a document upload box, you must upload COPIES of ALL W2s* that prove full time consecutive work in Pitkin County. IF YOU DO NOT UPLOAD COPIES OF YOUR W2s SHOWING PROOF OF FULL TIME CONSECUTIVE EMPLOYMENT BEFORE THIS LISTING ENDS, YOU WILL NOT BE ENTERED INTO CONSIDERATION 4. If you have already provided your work history to APCHA in the past, no further steps are needed. If you are unsure what your verified start date is in the APCHA system, please contact ntcote.morehead@cityotaspen.com "EMAILED W2s WILL NOT BE ACCEPTED" *If you are self-employed, please provide all 1099s and P&Ls that proves your full-time consecutive work history. Deposit listed above only includes Last Month's rent and Security, first's month's rent will be prorated upon move in. Income Limits 1-Person Household S 2-Person Household 5 3-Person Household 4-Person Household Asset Limits Category 1 \$143000 \$327000 \$433000 \$612000 Category 3 Category 4 Category 5 \$955000 \$2374000 Property/Unit Features Parking () Pets Allowed Laundry Card $m^{p^{\pm}}$ PO Box γ_{j}^{\pm}

4

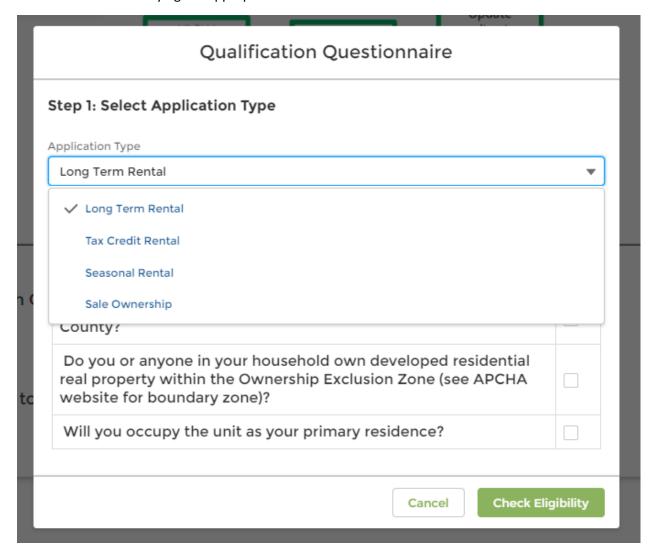
Coin Laundry



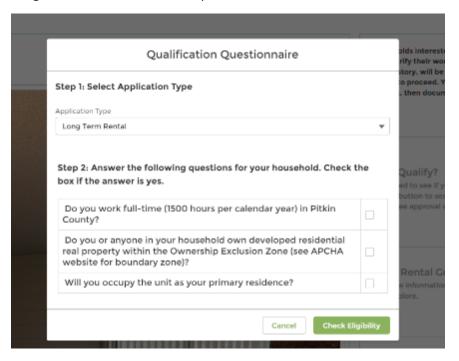
It is not very clear that to proceed, the first REQUIRED step is to [Check Eligibility]

Check and/or Check Eligibility: Launches a brief questionnaire for 4 types of eligibility (4 branches).

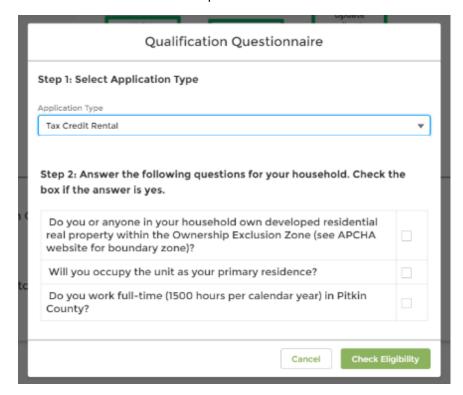
Basically these provide gate-keeping to the process of business rules. You cannot proceed in one of the branches without satisfying the appropriate form.



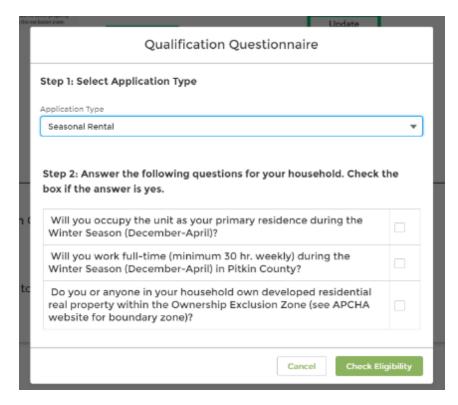
Long Term Rental launches a Pop-Over:



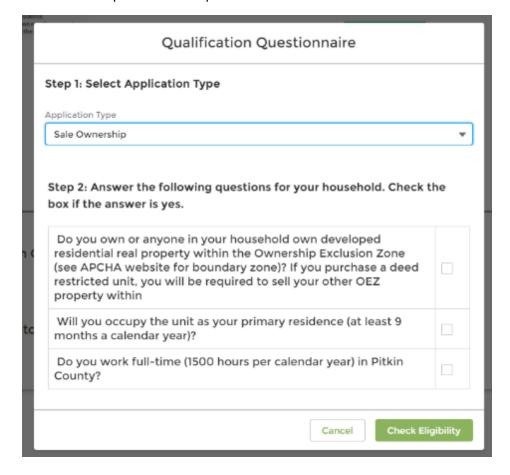
Tax Credit Rental Launches a Pop-Over:



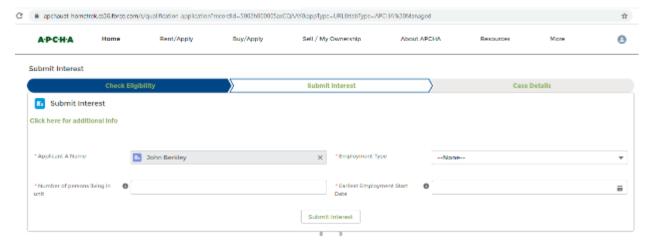
Seasonal Rental Launches a Pop-Over:



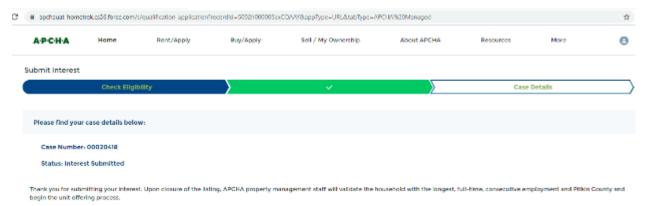
Sales Ownership launches a Pop-Over:



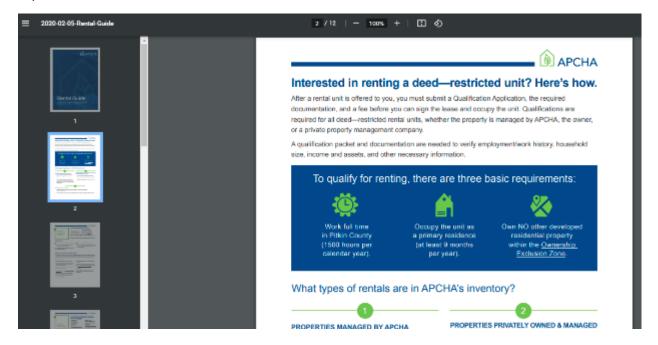
If eligibility criteria are met, (for one of the 4 types) the next step in submitting (rental) interest is:



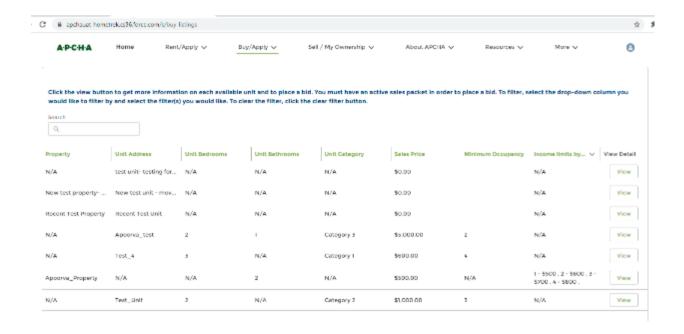
Case submitted – successful condition presents:



Explore: Launches a Guide document in a new Browser session

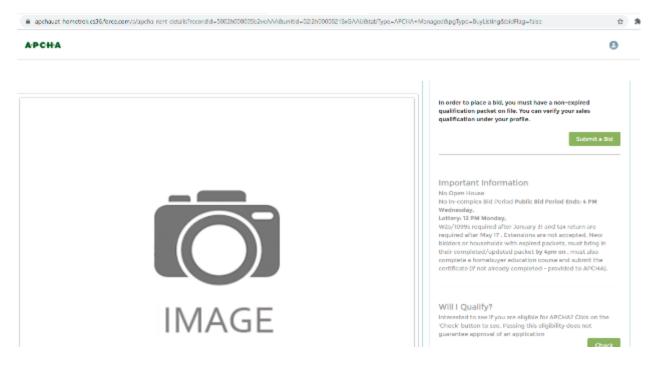


Buy/Apply

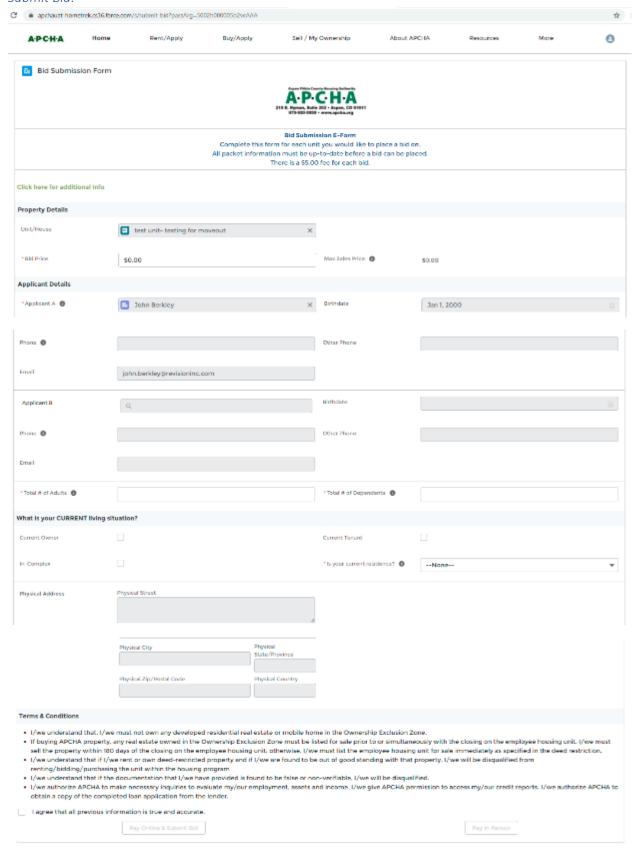


View Unit Details: (UAT portal may not be configured to present details correctly).

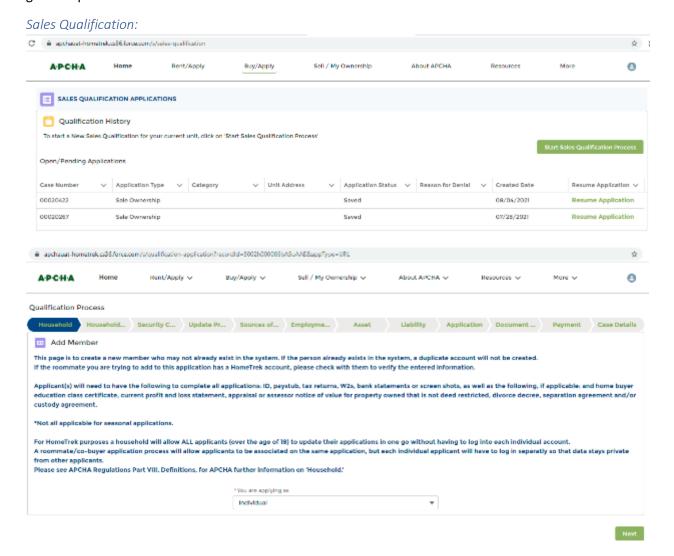
View presents:

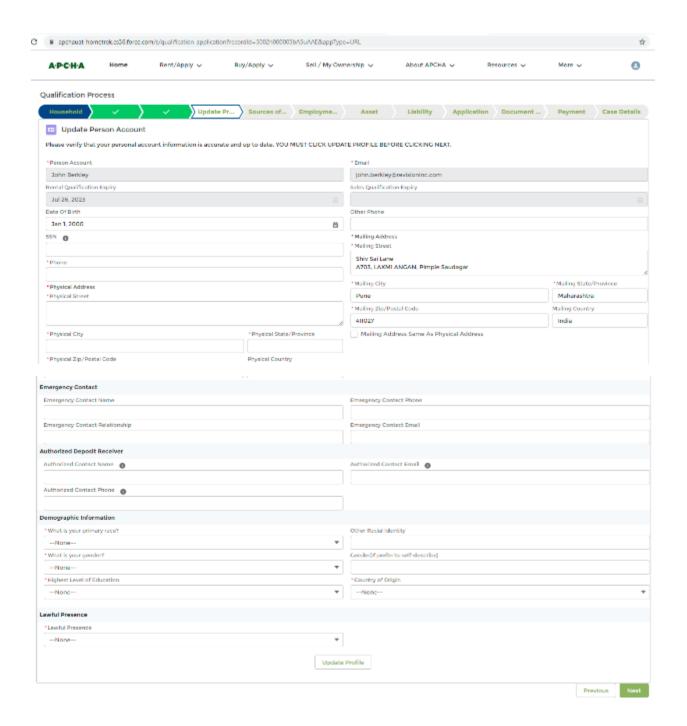


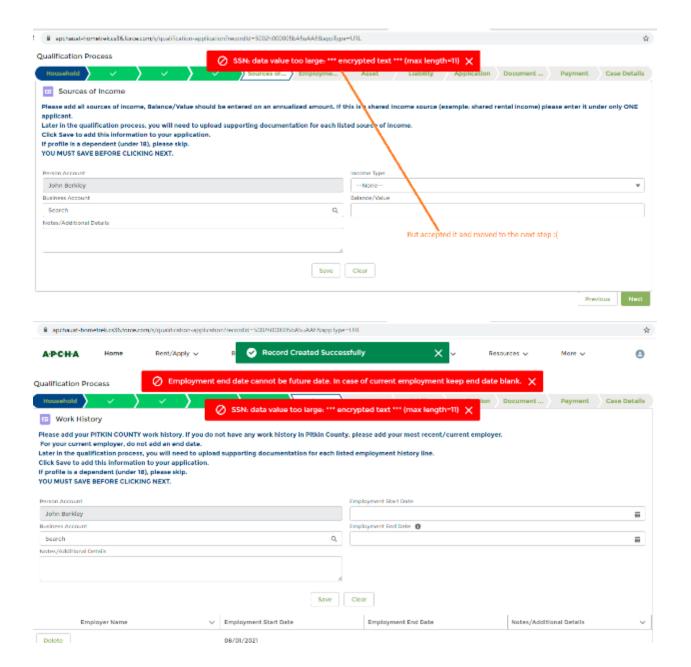
Submit Bid:

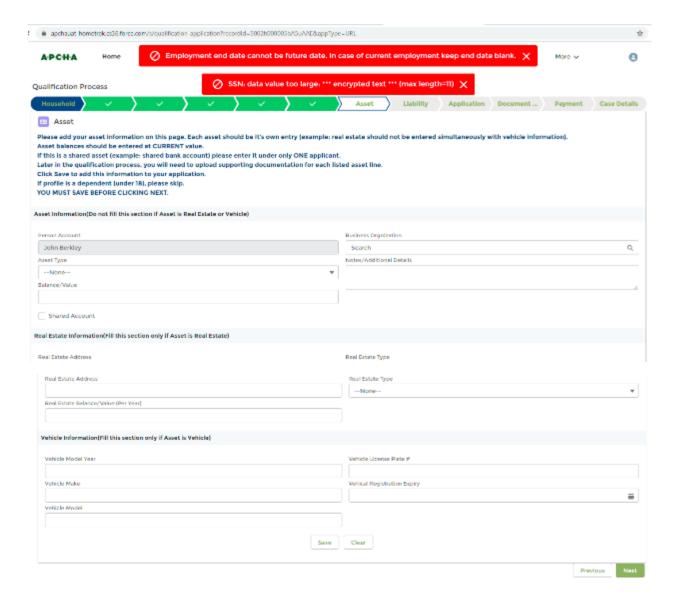


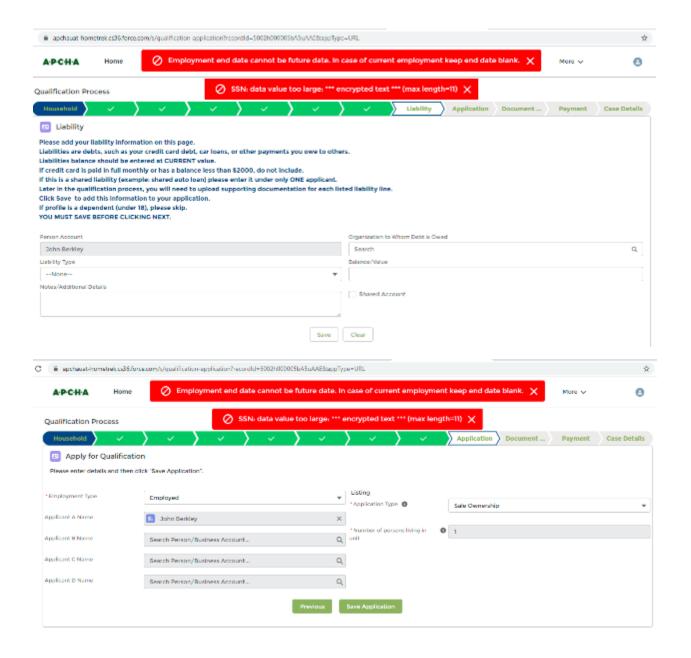
As far as I understand bids for less or more than the listed price will not be considered. The bidder with the greater qualification of need will win.

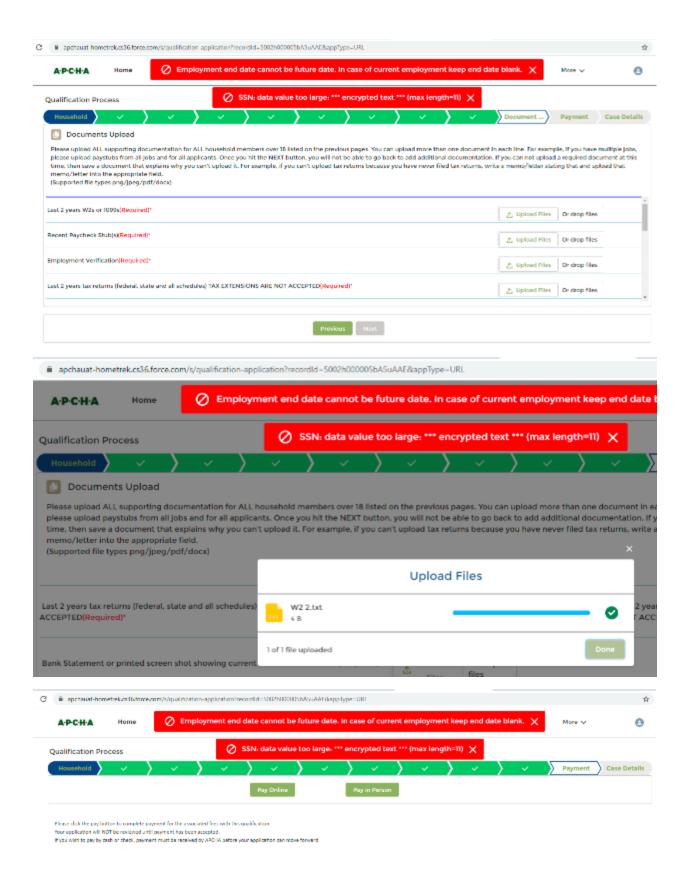


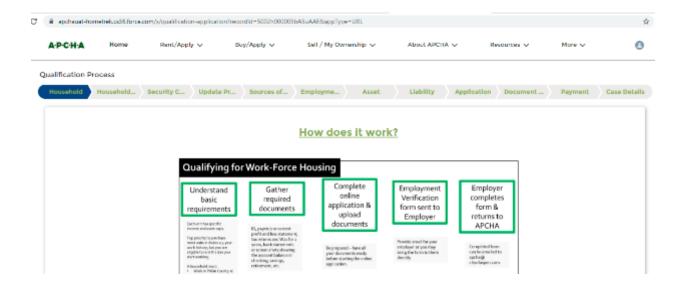


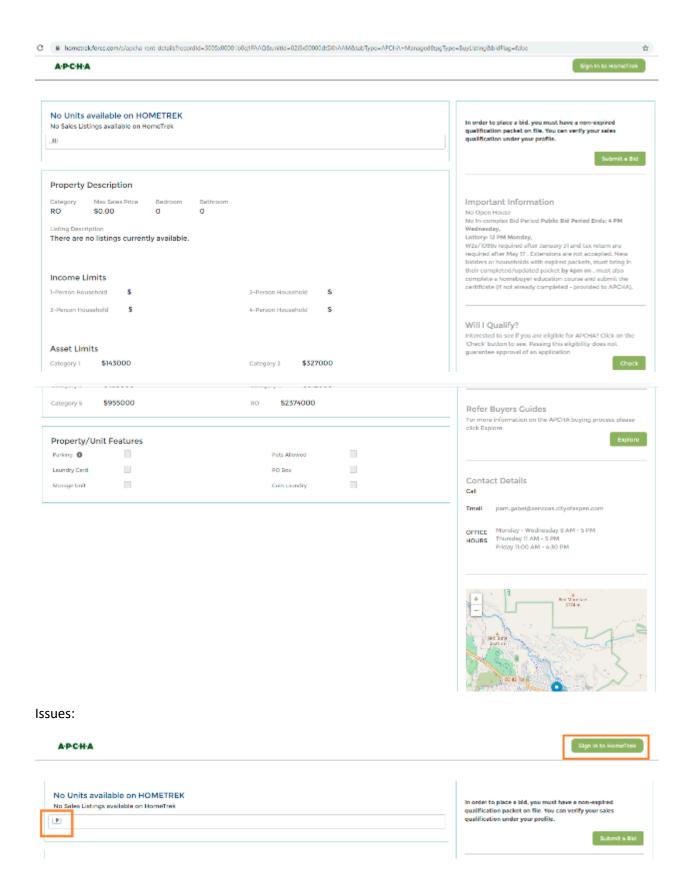




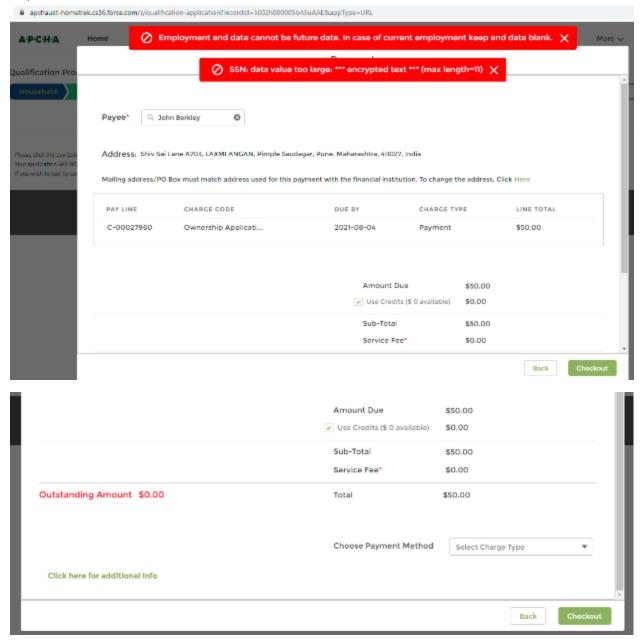






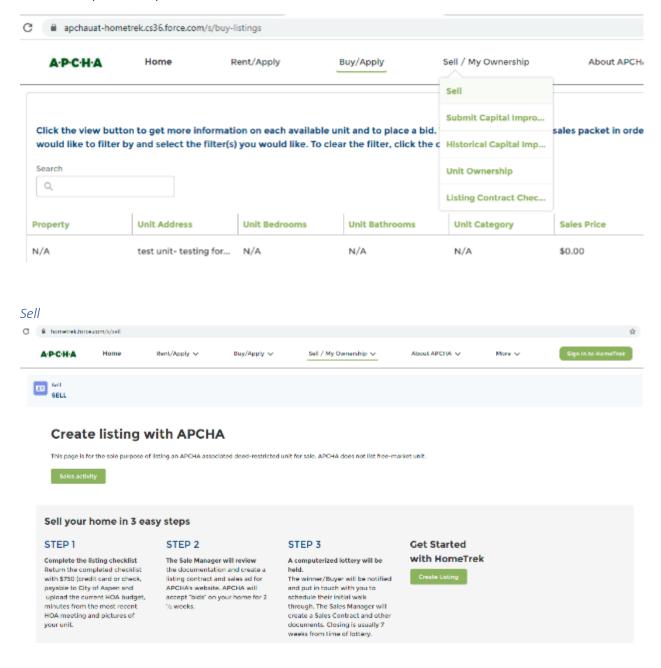


Pay Online:



Sell / My Ownership

5 function options are presented:



Submit Capital Improvement:

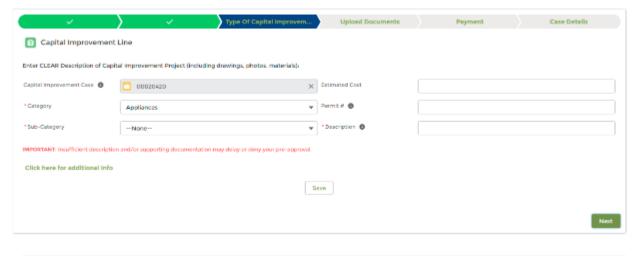






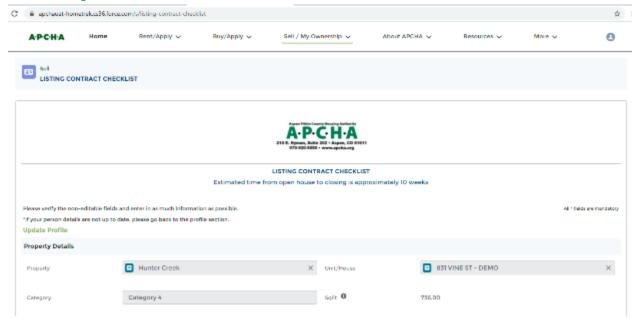


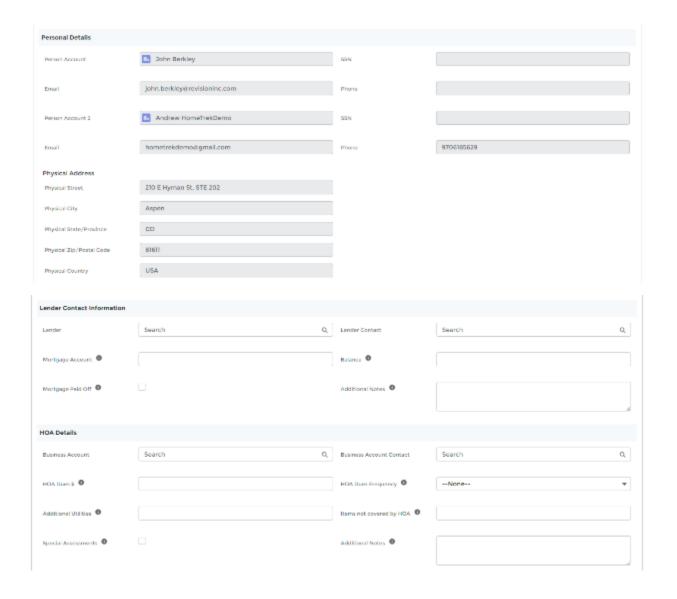


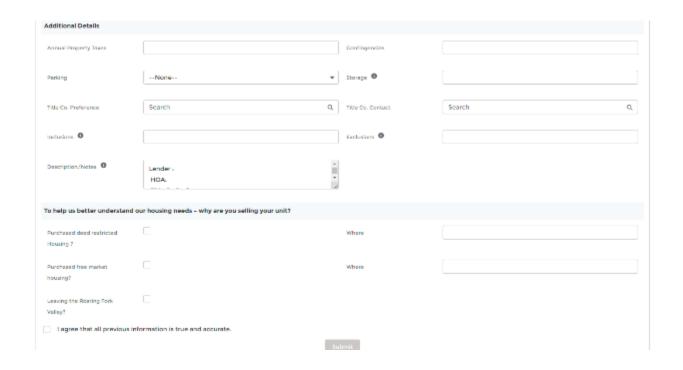


Sales Activity We keep a list of all deed restricted units sold or currently for sale in each calendar year. The Sales Activity Lists include the following information for each units Address Date Closed Price per Square Foot Stre of the Unit (number of bedrooms and bethrooms) Category Square Footage Number of Bids Received

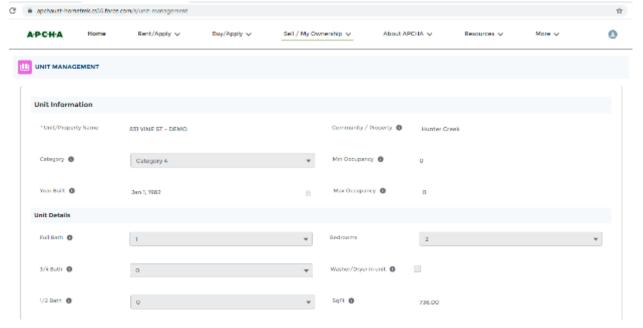
Create Listing:







Unit Management:



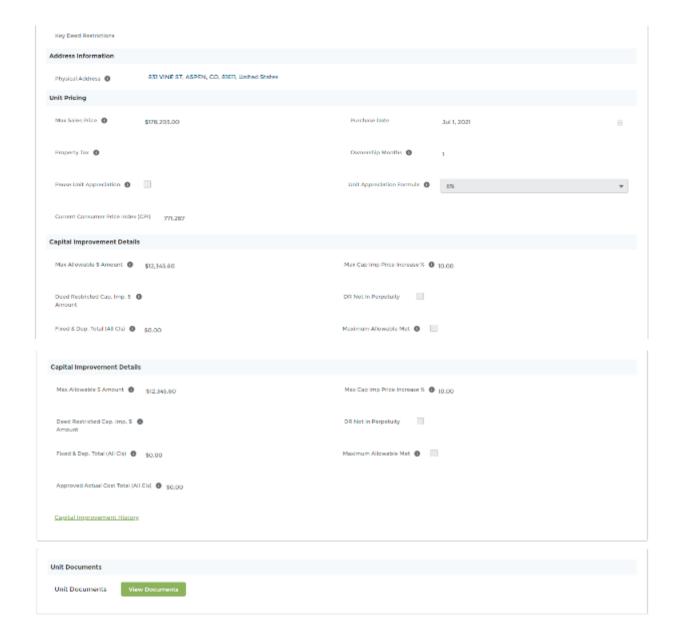


EXHIBIT A: APCHA PORTAL REQUIREMENTS LIST

	SECTION 1: SYSTEM INTEGRATIONS AND AC	CCESS	OOB,	Comments
			Config, or	
			Coding?	
	stem should meet basic standards for integration			
1	Conform to open architecture standards.		ООВ	https://developer.w ordpress.org/coding - standards/wordpres s-coding-standards/
2	Integrate with other applications via web services, A acceptable standard	Pls or another	ООВ	May require payload configuration per API
3	Have a database that can be accessed by City's person create connections to other applications (i.e. databat proprietary)		OOB	MySQL accessible by City personnel
4	Be based on industry best practices and use common process flows	n business	ООВ	
5	Have applications that are integrated and modules v	vork cohesively	OOB	
6	Integrate with all necessary systems without a signif in system performance and responsiveness	icant decrease	ООВ	
7	Have clear methods and practices for minimizing the updates to the system or to integrated applications integrations		OOB	
8	Have clear methods and practices for identifying into breakages	egration	Config	
9	Have clear methods and practices for determining the integration breakages and repairing them	ne root cause of	Config	Built in Error Log and event handling
10	Generate meaningful error messages when integrati	on errors occur	ООВ	
11	Provide the ability to generate reports to allow for e of accurate data exchange	asy verification	Config	
_	ortal should integrate seamlessly with the			
	A'S Salesforce HomeTrek system	<u> </u>		
12	Accurately and consistently transmit information enportal into the necessary fields within the backoffice on a realtime basis	of Salesforce,	Config	REVSync product, is near-real-time, depending on transaction volume
13	Accurately and consistently transmit changes to info the back office to the portal on a realtime basis	rmation from	Config	REVSync product, is near-real-time, depending on transaction volume
14	Accurately and consistently provide access to selected historical information previously entered by users (supprovals and fields they have entered, but not document of the specified by APCHA staff	such as past	ООВ	

15	On a realtime basis, communicate with Salesforce that a document has been uploaded or has completed document signatures in Conga	Coding	Synchonization of files to SharePoint will result in a hyperlink appearing in Salesforce to avoid over-use of the Salesforce storage system. Conga confirmation requires Salesforce/Conga Trigger licensing
The sy	stem should integrate with MS SharePoint		
16	On a real time basis, send uploaded documents and associated identification information to a SharePoint location for analysis and storage, without passing through Salesforce (to avoid Salesforce file upload size limitations). Within the portal, provide users with confirmation that such documents have been sent to SharePoint.	Config	Synchonization of files to SharePoint will result in a hyperlink appearing in Salesforce to avoid over-use of the Salesforce storage system.
The sy	stem should integrate with the City of Aspen's ESRI GIS system		
17	Using web services, integrate with ESRI Arc GIS Platform	Config	Depending on the business need for integration, may require coding
18	Provide portal users with map views of available units for rent or sale	Config	Effort depends on selection of source data (ex: GoogleMaps)
19	Provide validation of addresses entered by external users of the system during application and other processes	Config	Requires access to an address validation source (USPS, Experian, etc.)
The sy	stem should provide access to additional systems used in HomeTrek		
20	Provide access (via easy to find links or another methods) to other systems currently integrated with, or planned to be integrated wit, HomeTrek, including Paymentus for online payments and Conga for document signatures and other document management functions	ООВ	City of Aspen to provide hyperlinks and any required authentication/auth orizations. WordPress provides a built-in payment gateway integration interface
SEC	TION 2: KEY PORTAL ADMIN AND SUPPORT FUNCTIONALITY	оов,	Comments
	NEEDED BY APCHA STAFF	Config, or Coding?	
The sy	stem should provide easy to use tools to:		
1	Assist in the management of routine portal maintenance, such as updating portal text and help	OOB	Extensive Guides available (included in delivery)

2	Manage portal users and user groups	ООВ	
3	Manage portal user roles and permissions	ООВ	
4	Manage automation and validation rules	Config	Depending on the validation complexity, may require coding.
5	Modify work flows and establish new work flows for multiple portal processes	Config	Depending on the workflow complexity, may require coding.
6	Add/modify fields on the portal	OOB	
7	View and monitor portal activity history	OOB	Extensive event log
8	Create and modify portal forms	ООВ	Requires form component
9	Perform and check the impact of a) system updates for the portal product and b) Salesforce updates that could impact the portal.	Config	
10	Clear delineation of communications and responsibilities for portal updates and verification of portal functions after updates.	Config	
11	Reference detailed portal help resources	OOB	Extensive Guides available (included in delivery)
12	Configure and customize the software and develop additional tools post-implementation without reliance on the vendor via standard admin tools within the application	OOB	
13	Generate exception reports on portal functions.	ООВ	Built in Error Log and event handling
14	Set up user prompts and help text	Config	
15	Ability to add/delete custom fields to reflect changes in Salesforce fields	Config	Requires data access component
16	Provide for flexible workflow design, control, and status monitoring	OOB	
17	Have access to a full live test environment for testing updates and changes	ООВ	
18	Have a way to refresh the test environment easily to keep it in synch with the production environment	ООВ	
19	Prevent submission of incomplete applications	Config	(Required form fields)
20	Prevent submission of applications for which a user does not meet basic eligibility criteria	Config	
21	Delete partially completed applications that have set untouched beyond a selected expiry timeframe	Config	
22	Log in as a user to provide assistance	ООВ	
23	Post information of interest, such as the results of a sales lottery on the portal	ООВ	
24	Add images to the detail of unit listing	ООВ	
25	Add video to the detail of a unit listing	ООВ	
26	Create, post, and take down notices of APCHA units for sale or rent	ООВ	
SEC	TION 3: GENERAL FUNCTIONALITY NEEDED FOR ALL PORTAL USERS	OOB, Config, or	Comments
		Coding?	

mom	nation they need		
1	Allow unregistered use of allowed features of the portal for : 1) a	Config	
	prospective renter, owner, or other interested party seeking		
	information on available units and other basic information 2) filing		
	a complaint, and find links to external URLs for further information.		
2	Allow unregistered users to subscribe to receive notice of available	OOB	
	units by type (rental or owned) via text and/or emails. Preferably		
	such subscriptions would be a function of the portal, however an		
	alternative would be to provide links to a website with the		
	subscription option.		
3	For applicants and existing tenants and owners, easily register and	ООВ	
	log into a secure system (preferably via OneLogin for internal users)		
	if applying or a current tenant or owner		
4	Easily navigate to any page to which they have access rights with a	Config	
	minimum number of clicks		
5	Immediately access commonly used information via a dashboard, a	ООВ	
	favorites tab, a bookmark or other similar solution		
6	View/edit any field to which they have permissions, based on	ООВ	
	individual and group specifics		
7	Find user account details quickly	ООВ	
8	Have clear error messages when something goes wrong	ООВ	
9	Easily find and correct errors in user data entry	Config	
10	Easily access historical as well as current user information housed	ООВ	
	within HomeTrek, including statuses of requests and applications in		
	process.		
11	Perform robust, fuzzy search capability (for instance, – if incorrect	Config	Clarification
	address or spelling is off, system should offer "do you mean this"		required
	options to choose from.)		(spellcheck or AI-
			enabled
			componentry, like
			address validation
			to present optional
			selections). Both are
			available
12	Easily go back to a previous page, and to restart an application at the page last completed	Config	
13	Ability to start an application at the next page to be completed,	Config	Requirement
	without going through the all previously completed pages	Coming	captured and has
	The state of the s		been tested/verifie
			in PoC
14	Quickly find a specific application or other form needed	ООВ	
15	Ability to prevent people from submitting an incorrect application	Config	Required fields and
-	form for a particular unit		value validation
16	Pre-populate new applications with key information from the most	ООВ	
	recent previous application		
17	Easily access communications, documents and assigned tasks	ООВ	
	attached to a record and/or sent by staff from the system (for		
	example, Demands for Compliance or other notifications)		
18	Easily access and use checklists for required tasks and documents	ООВ	
	associated with applications.		

19	Create a dashboard with information of interest to me	specifically	Config	
13	(such as rental units available)	Specifically	comig	
20	Have the option to select Spanish as the site language	for certain	ООВ	
	information guides and for applications			
21	Perform a limited number of queries, or select from and run a		ООВ	
	limited number of reports, such as historical payment history, from			
	the portal			
22	Respond to polls and short surveys of portal users		Config	Configuration of
				polls and surveys
				required
23	Have access to a site that incorporates accessible design		OOB	The WordPress
	striving over time to progress toward meeting new Col			community
	accessibility standards and WCAG 2.1. Colorado made first state to pass a bill requiring government websites	-		established best
	accessibility guidelines. See:	tomeet		practice to ensure ADA compliance. A
	https://leg.colorado.gov/sites/default/files/2021a 111	IO_signed.pdf		WordPress
	for specific requirements. Also, please see Web Conte			accessibility team is
	Accessibility Guidelines(WCAG) 2.1 for compliance guid			in place, with
	https://www.w3.org/TR/WCAG21/			Accessibility Coding
				Standards outlined
				to ensure that new
				and updated code
				for the open source
				WordPress core
				conforms with Web
				Content accessibility Guidelines (WCAG)
				at level AA
All use	rs need to be able to attach and upload or			de level / Ut
	oad documents from sources external to the			
system	1			
24	Add photos		ООВ	
25	Add PDFs		OOB	
26	Add Excel or Word docs		OOB	
27	Add other file types as may be specified by APCHA staf	†	ООВ	
	ers need to be able to easily communicate with			
otner 28	users from within the system Select a notification preference (email, SMS, both) for	messages	ООВ	Multi-channel and
20	from the Salesforce system, and display such notification		ООВ	protocol
	record	0.10 0.1 0 000.		communication
				capable
29	Send a note or request between staff and external use	rs (for	ООВ	
	example, via SF Chatter or other similar tools)			
30	View and upload documents to a compliance case or o	ther types of	OOB	
	cases			
	rs need to be able to easily access help and			
suppo			C (:	
31	Access a robust context sensitive help within the syste	m and help	Config	Content required
- 22	online, including videos, manuals, and live help		000	
32	Access high quality training and support materials and	opportunities	OOB	

33	Access documents and videos with SOPS and other k information	key APCHA	Config	Content required
All reg	ristered users need to be able to add multiple contact ation	ts to an		
34	34 Add members of a household and/or roommates to an application		Coding	
35	Apply jointly with a member of a household or a roo single application	mmate on a	Coding	
36	Assign levels of access to an application and informa the characteristics of a household or other living arra		Config	
37	Add other contacts associated with an application, s contact information, bank, lender, emergency conta		ООВ	
	ON 4: ADDITIONAL FUNCTIONALITY NEEDED TO ATE PROPERTY POSTINGS		OOB, Config, or Coding?	Comments
1	Complete and submit a preliminary private property by APCHA staff	ad for review	ООВ	
2	View and adjust status of all private properties unde (For instance, an individual that posted a unit as ava able to remove it from posting)	_	ООВ	
	ON 5: ADDITIONAL FUNCTIONALITY NEEDED FO PROPERTY MANAGEMENT	R RENTALS	OOB, Config, or Coding?	Comments
-	ective tenants can easily find information on available to rent:			
1	Access information of unit availability without signing	l g into the nortal	OOB	
2	Complete a questionnaire to automatically determin prospective renter is eligible for a unit and if so, which unit	e whether the	Config	
3	Click a button and be presented with a map and list rental units, with key unit characteristics	of available	Config	
4	Display available units by owner (APCHA managed, r managed, owner listed, third-party)	non-APCHA	Config	
5	Display/filter to only those units to those for which t renter is eligible		Config	
6	View detailed unit information with one click on a un	nit	OOB	
7	Complete a Rental Interest form for APCHA managed someone wants to be considered	d units for which	Config	
Prospe proces	ects to whom a unit has been offered can complete t ss	he qualification		
8	Selected interested parties can easily find and comp rental qualification application packet for their unit, associated documents.		Config	
9	Easily delete a qualification form started in error		ООВ	
10	For APCHA managed units, view an estimate of the a leasing, including all associated fees (for instance, fo laundry)		Config	Requires data
11	Except for requalification's, be prevented from creat qualification forms for the same rental and party of		Config	
12	Track the status of their application packet during re	view.	Config	Form progress presentation

13	Receive and send communications to APCHA staff during	ООВ	
	qualifications review.		
14	At the time of application, download a completed qualification	Config	
	application forms and documents.		
15	Save and return to finish a partially completed qualification	Config	
	application		
16	Access Paymentus to pay any fees associated with qualification	Config	
-	ects approved to become tenants can manage leases and perform tenant duties		
17	Easily find and download a lease document to view before and after	Coding	
1/	signing	Coung	
18	Sign a lease document via Conga, by providing access to Conga from	Config	
	within the portal.	338	
19	Access Paymentus to manage online rent and other payments	Config	
20	Submit roommate changes	Coding	
21	Submit a form to terminate a lease early	Config	
22	Complete and submit a Move In request	ООВ	
23	Complete and submit a Move Out request	ООВ	
24	Easily find and complete the Requalification process	Coding	
25	Easily find and complete a Maintenance Request	Config	
26	Track the status of Maintenance Requests	Coding	
27	Respond to staff inquiries regarding Maintenance Requests	ООВ	
28	Submit responses to Notices of Violations, including uploading	ООВ	
	documentation as requested		
SECTI	ON 5: ADDITIONAL FUNCTIONALITY NEEDED FOR	OOB,	Comments
		_	
OWN	ERSHIP UNITS	Config, or	
OWN	ERSHIP UNITS	Config, or Coding?	
	ective buyers can easily find information on units	~	
	ective buyers can easily find information on units	~	
Prospe	ective buyers can easily find information on units le: Access information of unit availability without signing into the portal	~	
Prospe for sal	ective buyers can easily find information on units le: Access information of unit availability without signing into the portal Sign up for notifications of units available for purchase	Coding? OOB OOB	
Prospo for sal	ective buyers can easily find information on units le: Access information of unit availability without signing into the portal Sign up for notifications of units available for purchase Click a button and be presented with a map and list of available	Coding? OOB	
Prospo for sal	ective buyers can easily find information on units le: Access information of unit availability without signing into the portal Sign up for notifications of units available for purchase Click a button and be presented with a map and list of available ownership units, with key unit characteristics and the unit deed	Coding? OOB OOB	
Prospo for sal	ective buyers can easily find information on units le: Access information of unit availability without signing into the portal Sign up for notifications of units available for purchase Click a button and be presented with a map and list of available ownership units, with key unit characteristics and the unit deed restrictions	Coding? OOB OOB Config	
Prospo for sal	ective buyers can easily find information on units le: Access information of unit availability without signing into the portal Sign up for notifications of units available for purchase Click a button and be presented with a map and list of available ownership units, with key unit characteristics and the unit deed restrictions Display/filter to available units by owner (APCHA managed, non-	Coding? OOB OOB	
Prospe for sal 1 2 3	ective buyers can easily find information on units le: Access information of unit availability without signing into the portal Sign up for notifications of units available for purchase Click a button and be presented with a map and list of available ownership units, with key unit characteristics and the unit deed restrictions Display/filter to available units by owner (APCHA managed, non- APCHA managed, owner listed, third-party)	Coding? OOB OOB Config Config	
Prospo for sal	ective buyers can easily find information on units le: Access information of unit availability without signing into the portal Sign up for notifications of units available for purchase Click a button and be presented with a map and list of available ownership units, with key unit characteristics and the unit deed restrictions Display/filter to available units by owner (APCHA managed, non- APCHA managed, owner listed, third-party) Display/filter to units to those for which the prospective owner is	Coding? OOB OOB Config	
Prospe for sal 1 2 3	ective buyers can easily find information on units le: Access information of unit availability without signing into the portal Sign up for notifications of units available for purchase Click a button and be presented with a map and list of available ownership units, with key unit characteristics and the unit deed restrictions Display/filter to available units by owner (APCHA managed, non- APCHA managed, owner listed, third-party)	Coding? OOB OOB Config Config	
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Prospo for sal 1 2 3 4 5	ective buyers can easily find information on units le: Access information of unit availability without signing into the portal Sign up for notifications of units available for purchase Click a button and be presented with a map and list of available ownership units, with key unit characteristics and the unit deed restrictions Display/filter to available units by owner (APCHA managed, non- APCHA managed, owner listed, third-party) Display/filter to units to those for which the prospective owner is eligible View detailed unit information with one click on a unit Respond to a general questionnaire to automatically determine	Coding? OOB OOB Config Config Config Config	
Prospo for sal 1 2 3 4 5 6 7	ective buyers can easily find information on units le: Access information of unit availability without signing into the portal Sign up for notifications of units available for purchase Click a button and be presented with a map and list of available ownership units, with key unit characteristics and the unit deed restrictions Display/filter to available units by owner (APCHA managed, non- APCHA managed, owner listed, third-party) Display/filter to units to those for which the prospective owner is eligible View detailed unit information with one click on a unit Respond to a general questionnaire to automatically determine whether the prospective buyer is eligible for a unit ective buyers can easily complete the tasks associated with asing a unit	Coding? OOB OOB Config Config Config Config Config	
Prospo for sal 1 2 3 4 5 6 7	ective buyers can easily find information on units e: Access information of unit availability without signing into the portal Sign up for notifications of units available for purchase Click a button and be presented with a map and list of available ownership units, with key unit characteristics and the unit deed restrictions Display/filter to available units by owner (APCHA managed, non-APCHA managed, owner listed, third-party) Display/filter to units to those for which the prospective owner is eligible View detailed unit information with one click on a unit Respond to a general questionnaire to automatically determine whether the prospective buyer is eligible for a unit ective buyers can easily complete the tasks associated with asing a unit Easily find and complete the ownership qualification application	Coding? OOB OOB Config Config Config Config	
Prospo for sal 1 2 3 4 5 6 7 Prospo purch:	ective buyers can easily find information on units le: Access information of unit availability without signing into the portal Sign up for notifications of units available for purchase Click a button and be presented with a map and list of available ownership units, with key unit characteristics and the unit deed restrictions Display/filter to available units by owner (APCHA managed, non- APCHA managed, owner listed, third-party) Display/filter to units to those for which the prospective owner is eligible View detailed unit information with one click on a unit Respond to a general questionnaire to automatically determine whether the prospective buyer is eligible for a unit ective buyers can easily complete the tasks associated with asing a unit Easily find and complete the ownership qualification application packet for the unit, and upload all associated documents.	Coding? OOB OOB Config Config Config Config Config Config Config	
Prospo for sal 1 2 3 4 5 6 7 Prospo purch: 8	ective buyers can easily find information on units le: Access information of unit availability without signing into the portal Sign up for notifications of units available for purchase Click a button and be presented with a map and list of available ownership units, with key unit characteristics and the unit deed restrictions Display/filter to available units by owner (APCHA managed, non- APCHA managed, owner listed, third-party) Display/filter to units to those for which the prospective owner is eligible View detailed unit information with one click on a unit Respond to a general questionnaire to automatically determine whether the prospective buyer is eligible for a unit ective buyers can easily complete the tasks associated with asing a unit Easily find and complete the ownership qualification application packet for the unit, and upload all associated documents. Easily delete a form started in error	Coding? OOB OOB Config Config Config Config Config Config OOB	
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Prospo for sal	ective buyers can easily find information on units le: Access information of unit availability without signing into the portal Sign up for notifications of units available for purchase Click a button and be presented with a map and list of available ownership units, with key unit characteristics and the unit deed restrictions Display/filter to available units by owner (APCHA managed, non-APCHA managed, owner listed, third-party) Display/filter to units to those for which the prospective owner is eligible View detailed unit information with one click on a unit Respond to a general questionnaire to automatically determine whether the prospective buyer is eligible for a unit ective buyers can easily complete the tasks associated with asing a unit Easily find and complete the ownership qualification application packet for the unit, and upload all associated documents. Easily delete a form started in error Be prevented from creating duplicate qualification forms Track the status of their application packet during review.	Coding? OOB OOB Config Config Config Config Config OOB OOB OOB Config	
Prospo for sal 1 2 3 4 5 6 7 Prospo purch: 8	ective buyers can easily find information on units le: Access information of unit availability without signing into the portal Sign up for notifications of units available for purchase Click a button and be presented with a map and list of available ownership units, with key unit characteristics and the unit deed restrictions Display/filter to available units by owner (APCHA managed, non- APCHA managed, owner listed, third-party) Display/filter to units to those for which the prospective owner is eligible View detailed unit information with one click on a unit Respond to a general questionnaire to automatically determine whether the prospective buyer is eligible for a unit ective buyers can easily complete the tasks associated with asing a unit Easily find and complete the ownership qualification application packet for the unit, and upload all associated documents. Easily delete a form started in error Be prevented from creating duplicate qualification forms	Coding? OOB OOB Config Config Config Config Config Onfig OOB OOB	

13	Download completed qualification application forms and	Гоов	1 1
13	documents.	ООВ	
14	View submitted forms and documents	ООВ	
15	Save and return to partially completed qualification applications	Config	
16	After qualification approval, submit a bid on a unit for sale (join the	Config	
	lottery for a unit)		
17	View the results of the lottery for the purchase of the unit	Config	
18	Prepare and submit a Sales Contract Packet, including document	Config	
	attachments. Completing a required sales checklist prior to		
	submitting the Packet.		
19	View any communication from the APCHA sales staff during the	ООВ	
20	purchase process, such as an Amendment to Extend Deadlines	0 6	
20	Access Paymentus to pay any fees associated with qualification for and purchase of a unit	Config	Integrate with
Evictin	ng owners can manage capital improvements, perform other		Paymentus service
	ship duties and sell units		
21	Easily find and download settlement documents after closing	Coding	
22	Submit Leave of Absence request and view LOA details (such as end	Coding	
	date) (LOA forms)		
23	Submit an interest form related to renting a room within the home	Config	
24	Submit a posting or listing related to renting a room within the	Config	
	home		
25	Easily find and complete the appropriate Requalification form	Coding	
26	Submit responses to Compliance Cases, including uploading	Config	
27	documentation as requested	C f: -	
27	Easily find, start, save and complete the capital improvement approval request process	Config	
28	Easily upload required capital improvement documentation, such as	ООВ	
20	receipts for expenditures		
29	View valuation based on capital improvements	Config	
30	View a notification of decision regarding a capital improvement	ООВ	
	valuation change		
31	Submit a draft sales listing for review by APCHA staff	ООВ	
32	Easily access Paymentus to pay any application and ownership-	ООВ	
	related fees and charges	<u> </u>	
33	Ability for current owners to complete biennial ownership affidavit	Config	
34	Ability for owner affidavit fields to update person accounts, units,	Coding	
CECTIC	etc. ON 6: SYSTEM SECURITY AND OTHER BASIC IT REQUIREMENTS		
	IREMENTS QUESTIONS FOR CLOUD-HOSTED SOLUTIONS C1-C24	YES/NO/NA	COMMENTS
C1	Does the solution use any locally installed software, client or agent?	NO NO	COMMENTS
C2	Any locally installed software or client is fully compatible with the	NA	
52	latest version of the Windows 10 Pro 64-bit operating system.		
C3	Any locally installed software or client is fully compatible with	NA	If the portal is
	Microsoft Active Directory Domain Services running in the		installed on-premise
	customer's network.		support for Active
			Directory
			integration is OOB

C4	Any locally installed software is compatible with Sophos antimalware end point protection with Intercept X, running on the local PC.	NA	
C5	Does any local software or client require administrative permission to install? To use?	NA	
C6	What are the minimum PC reequipments for the customer's desktop/laptop to connect and run the solution?	NA	A browser is required. We recommend setting a minimum supported version for each browser type to confirm SSL/TLS version capability (prevent insecure browser sessions)
C7	The solution is fully compatible with the latest versions of common client browsers: Microsoft Edge, Mozilla Firefox, Google Chrome, Apple Safari, etc.	YES	
C8	Does the solution require a browser plug-in, extension or player app such as Adobe Flash, JavaScript Runtime or Silverlight?	NO	
С9	The solution is fully compatible with the latest version of Microsoft Office 365 Office Suite Applications: Outlook, Excel, Word, etc.	YES	
C10	The solution is fully compatible with the latest versions of Microsoft Office 365 Business Applications: Teams, Power BI/BI Pro, etc.	YES	
C11	The solution is compatible with networked HP, Ricoh, and Xerox printers.	YES	The solution will output print formats in compatible format.
C12	The solution is compatible with HP, Fujitsu, and Canon scanners.	YES	The solution will absorb scanned documents/images in compatible format.
C13	The solution is fully compatible and functional from iPad and iPhone mobile devices while in the field.	YES	Cross-browser including mobile compatibility
C14	What is the minimal iOS version required?	YES	No minimum device platform is required. We recommend setting a minimum supported browser version (Safari, Chrome, etc.) to confirm SSL/TLS version capability (prevent insecure browser sessions)
C15	What backend database does the solution use?	YES	Solution can use SQL, Oracle, Oracle MySQL

C16	Which version of the database is it?	YES	All Vendor supported/maintain ed versions. We recommend using the most recent stable version published to increase security
C17	Does the solution send customer generated email using the vendor's domain address?	YES	
C18	If so, does that mail system have SPF, DKIM, and DMARC records in place?	NA	Email can be generated and sent through the existing City of Aspen email service for consistency in journaling, audit and risk management
C19	Does the solution allow for sending customer generated email using a City domain address?	YES	
C20	If so, can the vendor supply the mail system's SPF IP addresses and a DKIM generated certificate to use in the City's DNS records?	YES	If preferred
C21	Does the solution require any hybrid cloud architecture or additional internal City resources, services or connections?	YES	The solution requires trusted (authenticated/auth orized) access to and from services provided by Salesforce, Paymentus, Sharepoint and potentially other City solutions/repositori es, also possibly CivicPlus.
C22	If so, please list all requirements for the City's on-premise virtual servers, firewalls or other systems to accommodate this?	YES	Requirements will include firewall rules configuration to enable API management which may be best facilitated using a single gateway to reduce individual risk surfaces
C23	Does the solution have a financial transaction component?	YES	Not an accounting solution but a secure transaction aggregation component for

			storing/synchronizin g transactions if necessary. (Optional)
C24	If so, how will it interface with the City's cloud-based Oracle financial system?	YES	This optional component can be configured to use City of Aspen security controls and authentication/auth orization preferences to maintain the necessary compliance posture
C25	What are the options to interface with other systems?	YES	API, Shared references/tables, message bus, workflow, secure messaging, others.
	OF ASPEN IT - LOGIN AND AUTHENTICATION FOR CLOUD- TED SOLUTIONS L1 - L13		
11031	REQUIREMENTS QUESTIONS	YES/NO/NA	COMMENTS
L1	Is the username set to be an email address or can the user create	YES	December of voice of
	something unique?	163	Recommend using a unique identifier and align with Salesforce use of
		TES	unique identifier and align with Salesforce use of email address. If it possible for City of Aspen to enable username creation
L2		YES	unique identifier and align with Salesforce use of email address. If it possible for City of Aspen to enable
	something unique?		unique identifier and align with Salesforce use of email address. If it possible for City of Aspen to enable username creation if preferred Configurable by City of Aspen
L2	Is there a minimum/maximum password length requirement?	YES	unique identifier and align with Salesforce use of email address. If it possible for City of Aspen to enable username creation if preferred Configurable by City of Aspen Administrator Configurable by City of Aspen
L2	Is there a minimum/maximum password length requirement? Is there a password strength requirement?	YES	unique identifier and align with Salesforce use of email address. If it possible for City of Aspen to enable username creation if preferred Configurable by City of Aspen Administrator Configurable by City of Aspen Administrator Configurable by City of Aspen Administrator

			procedure with the options to use MFA
			(Multi-Factor
			Authentication), TSV
			Two Step Verification and OTC
			(One Time Code)
L7	If the login fails what message does the user get?	YES	Configurable by City
-,	in the logaritans what message does the user get.	1.23	of Aspen
			Administrator
L8	Is there an automatic logoff of the account after a set period of	YES	Configurable by City
	inactivity?		of Aspen
			Administrator
L9	Is there an automatic suspension of the account after a	YES	Configurable by City
	predetermined time of not logging in?		of Aspen Administrator
L10	Is the solution set up to do, or have the option to set up a 2-step/2-	YES	Configurable by City
	window username-password login process?	123	of Aspen
	and the second personal region process.		Administrator
L11	Does the system have a 2FA/MFA option for customers/users to	YES	Configurable by City
	access the system?		of Aspen
			Administrator
L12	Does the system have a 2FA/MFA option for administrators to	YES	Configurable by City
	access the system?		of Aspen Administrator
L13	Is there an option for using the City's SSO SAML 2.0 based system	YES	Administrator
	(OneLogin) for login access by City staff?	1.23	
	217:C241Y OF ASPEN IT - SECURITY FOR CLOUD-HOSTED		
SOLU	TIONS S1 - S33 REQUIREMENTS	YES/NO/NA	COMMENTS
64			COMMENTS
S1	Ability for RBAC security at a granular level within the application so as to provide specified users and groups with a least privilege access	YES	
	to screens, tables, records and fields as needed.		
S2	Ability for private records to be kept confidential, through	YES	Require
	assignment of application security and permissions.		confirmation of
			what constitutes a
			record in this
			context (database
			record, document, file, etc.)
S3	Ability for administrative users to control edit and validation rules to	YES	1110, 000.)
	ensure data integrity.		
S4	Ability to keep log records of all actions executed in the system.	YES	
S5	Ability to keep a separate audit log of system administrator actions.	YES	
S6	Ability to keep overall database integrity.	YES	Best performed by
			leveraging a second data store to
			perform integrity
			audit upon
<u> </u>		1	a a a i a poi i

S7	Ability to prevent a primary record from being deleted if secondary records exists.	YES	
S8	Ability to encrypt all or certain data fields for data that is at rest. What solution is in use?	YES	Data at rest using database publisher encryption (no additional cost)
S9	Ability to encrypt all data in transit from end to end. What solution is in use?		Data in transit using SSL/TLS, data at rest using database publisher encryption (no additional cost)
S10	All encryption architectures must use well-known and openly vetted standards. Please list.	YES	Triple DES, AES, RSA Security, Blowfish and successor Twofish.
S11	Browser Transport Layer Security must use the TLS 1.2 protocol or higher.	YES	
S12	Certificates are signed by a well-known and trusted public certification authority. Please list.	NA	Certificates selected by City of Aspen
S13	Is your system run in a datacenter that meets SOC-2 audit certification?	NA	Datacenter selected by City of Aspen. We recommend SOC 2 compliance as the minimum standard for considering a host.
S14	If so, can you provide the audit report?	YES	Depends on City of Aspen selection.
S15	Do you have a backup datacenter, and how far away is it from the primary center?	YES	We recommend using alternate providers for back-up which can include City of Aspen IT resources.
S16	System provides backup/failover solutions that provides RTO/RPO times of 24 hours or less.	YES	Depends on City of Aspen selection.
S17	What is your RTO?	NA	Depends on City of Aspen selection.
S18	What is your RPO?	NA	Depends on City of Aspen selection.
S19	What is your monthly uptime?	NA	Depends on City of Aspen selection. We recommend a minimum of 4 '9's. (99.99% uptime).
S20	What was your annual uptime for the past 5 calendar years?	NA	We can provide reports for other portals delivered using AWS, AZURE, etc.)

S21	Please specify what security measures are used that prevent unauthorized access/data breaches of the system?	YES	Security measures include a combination of SSO (Single Sign On identity management), Certificate trust (ex: Radius), MFA/TSV, Hardened OS (operating system), hardware controls, Digital Rights Management to support DLP (digital loss prevention) and event monitoring.
S22	Has your system ever experienced a DDoS attack?	YES	
S23	If so, how long were your servers down for?	NA	Attack was deflected using an algorithmic defense mechanism. Zero down time, but impacted transaction processing performance.
S24	What is your current methodology to prevent/mitigate DDoS attacks?	YES	The methodology employed may vary based on Cloud vs On-Premise implementation, but presents a layered approach to detect both high and low volume (ex: SLOW POST) attacks. This includes traffic decryption to increase detection.
S25	Who is considered the owner of all City data placed in the system?	YES	The City is the Owner of all City data
S26	In what format(s) can the data be exported out in the event of contract termination?	YES	Multiple to suit the City's purpose.
S27	Does the system's coding uses secure software development standards in order to mitigate the OWASP top 10 vulnerability risks?	YES	
S28	Has all backdoor developer/admin access commonly used during software development been removed from the production system?	YES	
S29	Can the vendor provide an attestation statement from a reputable security audit/penetration testing company that the system meets current standards and best practices for providing data confidentiality, integrity and availability?	YES	

S30	Component purchases from approved vendors are tightly controlled and prequalified. Software from other vendors is inspected, reviewed and validated before being accepted as part of the solution.	YES	
S31	Can you provide the City with an SBOM?	YES	
S32	Colorado's personal identifying information protection law CRS 24-73-102 places certain requirements on the City and third-party service providers working for the City. Vendor must agree in the contract that they are maintaining reasonable security procedures and practices as listed in the statutory requirements.	YES	
S33	Colorado's data protection law CRS 6-1-713 places certain notification requirements on the City. Vendor must agree in the contract to notify the City in the event of a data breach as soon as one is suspected to have occurred, regardless of the need for further investigation or forensics examinations to verify such breach.	YES	

EXHIBIT D: REVISION SERVICE LEVEL AGREEMENT

Introduction

This agreement specifies the types and levels of services REVISION will provide to APCHA on an on-going basis, beginning immediately post-go-live. At APCHA's discretion these services will be renewed on an annual basis, on the date the solution was fully deployed and live.

The type and amounts of services may vary year to year, depending on APCHA needs. APCHA and REVISION agree to review needs and to renew or revise this agreement collaboratively, with the intention to finalize changes in services and pricing at least 30 days prior to the annual renewal date. APCHA is not under an obligation to renew services, however.

Hosting

REVISION agrees to provide secure hosting services that include the elements outlined in Table D1 below. Hosting charges are in Exhibit B.

TABLE D1. – REVISION HOSTING Dedicated Virtual Machines (Application, Database, API Services).	
Bandwidth	200GB/month
Storage included	25GB
Operating System	LINUX and/or Windows Server
Database	ORACLE (Aurora) MySQL

Support

Support approach

Exhibit B contains a description of the support approach and costs.

Support Priorities and Expectations

REVISION shall provide Tier 2 to Tier 4 technical support to a APCHA Tier 1 response team. This means that APCHA "super-users" will provide the first point of contact with end users (Tier 1 support). Should APCHA super-users be unable to answer a question or resolve a problem, such users can escalate to REVISION for resolution. Table D2 details the support expectations for escalated issues.

Table D2: REVISION Support Priorities and Expectations

Tier	Description	Response Expectation
Tier 2	Minor issue: APCHA staff need assistance to resolve, even though few customers are affected and a workaround may exist	Initial response within 2 business days; then a target to resolve within 10 business days using commercially reasonable efforts
Tier 3	Moderate issue: portal is not correctly handling one or more business processes on a repeated basis, or a temporary work around is available for an otherwise Tier 4 problem	Initial response within 1 business day; then a target to resolve within 5 business days using commercially reasonable efforts
Tier 4	Critical issue: portal solution is unavailable to customers, or there is a widespread loss of multiple system functions, or data is being corrupted, affecting many users, with no workaround	Initial response within 2 business hours; then a target to resolve within 1 business day using commercially reasonable efforts.

Accessing Support

To access support, APCHA staff may call or email Revision at a number and email address to be provided and kept updated by the company. Support will be available from 8:00 am-5:00 pm Monday through Friday, Mountain Time. No support will be available on Federal Holidays.

After-hours support is typically only available for Tier 4 issues, except that on at least a quarterly basis, REVISION will collaborate with APCHA to ascertain whether after-hours time is needed to pro-actively apply patches or address issues that may soon arise due to updates to the software applications integral to the solution.

Monitoring Support Hours Used

REVISION will send APCHA a quarterly summary of hours consumed and for what they were used.

Security as a Service

REVISION agrees to provide Security as a Service that include the elements outlined in Table D2 below. This service must meet the security expectations included in the terms of the Professional Services and Software Agreement for this contract, as well as address the more specific requirements as outlined in Table A1 in Exhibit A (the Requirements Table).

REVISION will detail the approach to be taken in an Information Security Analysis Notebook, similar to the example provided to APCHA on May 25, 2022. This Notebook will be collaboratively developed and finalized with APCHA and City of Aspen IT staff, and approved by the APCHA Director, during the initial phase of this project. It may be updated or modified as mutually agreed upon from time to time.

Table D2. Security as a Service Components

SECURITY-AS-A-SERVICE
MONITORING (Availability ping and event monitoring)
FRAMEWORK UPDATE MAINTENANCE (Core framework)
ADD-IN UPDATE MAINTENANCE (Hometrek™2 only- Optional non-Core Plugins not included)
WEB APPLICATION FIREWALL (WAF) SECURITY
SUPPORT



MEMORANDUM

TO: Mayor Torre and City Council

FROM: Cole Langford, Utilities Business Services Manager

Lee Ledesma, Utilities Finance Manager

THROUGH: Tyler Christoff, Utility Department Director

Sara Ott, City Manager

MEMO DATE: July 1, 2022

MEETING DATE: July 12, 2022

RE: Resolution # 081, Series of 2022 -- Contract with Raftelis Financial

Consultants, Inc. for Utilities Water and Electric Rate Study and Plan

REQUEST OF COUNCIL: Staff requests a contract award to Raftelis Financial Consultants, Inc. in the amount of \$153,790 for a Utilities Water and Electric Rate Study and Plan.

BACKGROUND: To ensure a continued stable, equitable, and defensible rate structure and services, Utilities must reexamine their financial model on a periodic basis. The Utilities Department seeks to review water and electric utility rates and associated business plan through this recurrent best practice. The Water and Electric Utility completed the last cost of service rate analysis in 2018. Based on recommendations from this effort, Council approved Cost of Service, (COS), rates with a 5-year transition beginning in January of 2019, lasting through 2023.

This proposed review is especially important as emerging utility policy, program and infrastructure needs, response to changes in customer growth, technology use, and demand patterns all challenge the current paradigm of Utility operations. Recent national and international financial trends also require examination to ensure the City can continue to maintain a sustainable and resilient level of service to all customers.

DISCUSSION: The goal of the proposed rate study is to review the Department's existing cost of service rate structure and thereby continue to provide City Council with sound decision support. In refining the cost of service approach, the Department will seek to assure that rates and fees are efficient and equitable throughout customer classes and service areas. Rates and fees must be sufficient to:

- Cover annual utility operating and maintenance expenses
- Finance the utility capital plan

- Fund utility conservation and efficiency initiatives
- Maintain a sufficient level of reserves
- Ensure city rates and fees reflect the cost of providing water and electric to each customer class/expense bucket

To select a vendor to conduct the study, a review team comprised of Utilities and Administrative Services staff prepared an RFP and then evaluated proposals from 2 vendors. In evaluating the vendors, the review team considered:

- 1. Cost
- 2. Company experience with utility rate setting
- 3. Specific resource experience and commitment
- 4. Project approach and timeline

Based on qualifications and responsiveness to these criteria the highest overall scoring consultant was selected for this contract.

FINANCIAL/BUDGET IMPACTS: Staff recommends awarding the contract to Raftelis Financial Consultants based on their qualifications and responsiveness to the Request for Proposals. Funding for this effort has been included on a 5 year cycle in Utilities long range plan. The total proposed project expenditure of \$153,790 is within the current budget for this project.

The proposed project funding and expenditures are outlined below:

Total Proposed Project Expenditures

Raftelis Financial Consultants Professional Services Contract:	\$ 153,790.00
Expense Breakdown	
Water Fund 2022 Operating Budget Expense	\$ 76,895.00
Electric Fund 2022 Operating Budget Expense	\$ 76,895.00
Total Proposed Project Expenditures	\$ 153,790.00
Total Funding Budgeted	
Total Funding Budgeted	
Water Fund 2022 Operating Budget Authority – Program 10010	\$ 100,000.00
Electric Fund 2022 Operating Budget Authority – Program 10010	\$ 100,000.00
Total Utilities Budget Authority	\$ 200,000.00

ENVIRONMENTAL IMPACTS: This study will provide a renewed foundation from which the city can evaluate its energy and water conservation and efficiency policies and practices.

ALTERNATIVES: The alternative is to continue to use the existing rate model. Basing rates off past assumptions, market data, and trends creates a financial model that diverges from the realities of current and future utility operations.

RECOMMENDED ACTION: Staff requests the Council approve the contract for \$153,790 with Raftelis Financial Consultants, Inc., for a Utilities Water and Electric Rate Study and Plan.

CITY MANAGER COMMENTS:

ATTACHMENTS

Exhibit A -- Contract with Raftelis Financial Consultants, Inc. for Utility Water and Electric Rate Study and Plan Exhibit B -- Resolution #081, Series of 2022

EXHIBIT B

RESOLUTION #081

(Series of 2022)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ASPEN, COLORADO, APPROVING A CONTRACT BETWEEN RAFTELIS FINANCIAL CONSULTANTS, INC. (DBA RAFTELIS) AND THE CITY OF ASPEN FOR PROFESSIONAL SERVICES, AUTHORIZING THE CITY MANAGER TO EXECUTE SAID CONTRACT ON BEHALF OF THE CITY OF ASPEN, COLORADO

WHEREAS, there has been submitted to the City Council a not-to-exceed contract between the City of Aspen and Raftelis Financial Consultants, Inc., which is attached hereto as Attachment A in the amount of \$153,790 for professional services and fees associated with the Utility Water and Electric Rate Study and Plan:

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ASPEN, COLORADO,

That the City Council of the City of Aspen hereby approves the contract between the City and Raftelis Financial Consultants, Inc., a copy of which is incorporated herein, for \$153,790 and hereby does authorize the City Manager to execute said agreement on behalf of the City of Aspen

INTRODUCED AND READ AND ADOPTED BY THE City Council of the City of Aspen on the 12th day of July 2022.

	Torre, Mayor
3 3 1 1	ty Clerk do certify that the foregoing is a true and e City Council of the City of Aspen, Colorado, at a meeting
	Nicole Henning, City Clerk



CITY OF ASPEN STANDARD FORM OF AGREEMENT

PROFESSIONAL SERVICES

City of Aspen Contract No.:2022-063

AGREEMENT made this 12 day of July, in the year 2022

BETWEEN the City:

The City of Aspen c/o Tyler Christoff, Utilities Director 500 Doolittle Drive Aspen, Colorado 81611 Phone: (970) 920-5118

And the Professional:

Raftelis Financial Consultants, Inc. c/o Todd Christiano 5619 DTC Parkway, Suite 850 Greenwood Village, CO 80111 Phone: 303-916-3151

For the Following Project:

Water and Electric Rate Study and Plan

Contract Amount:

Total: \$153,790

If this Agreement requires the City to pay an amount of money in excess of \$50,000.00 it shall not be deemed valid until it has been approved by the City Council of the City of Aspen.

City Council Approval:

Date: 07/12/2022

Resolution No .: _081 of 2022

Exhibits appended and made a part of this Agreement:

Exhibit A: Scope of Work. Exhibit B: Fee Schedule.

The City and Professional agree as set forth below.

- 1. <u>Scope of Work</u>. Professional shall perform in a competent and professional manner the Scope of Work as set forth at **Exhibit A** attached hereto and by this reference incorporated herein.
- 2. <u>Completion</u>. Professional shall commence Work immediately upon receipt of a written Notice to Proceed from the City and complete all phases of the Scope of Work as expeditiously as is consistent with professional skill and care and the orderly progress of the Work in a timely manner. The parties anticipate that all Work pursuant to this Agreement shall be completed no later than October 31, 2023. Upon request of the City, Professional shall submit, for the City's approval, a schedule for the performance of Professional's services which shall be adjusted as required as the project proceeds, and which shall include allowances for periods of time required by the City's project engineer for review and approval of submissions and for approvals of authorities having jurisdiction over the project. This schedule, when approved by the City, shall not, except for reasonable cause, be exceeded by the Professional.
- 3. <u>Payment</u>. In consideration of the work performed, City shall pay Professional on a time and expense basis for all work performed. The hourly rates for work performed by Professional shall not exceed those hourly rates set forth at **Exhibit B** appended hereto. Except as otherwise mutually agreed to by the parties the payments made to Professional shall not initially exceed the amount set forth above. Professional shall submit, in timely fashion, invoices for work performed. The City shall review such invoices and, if they are considered incorrect or untimely, the City shall review the matter with Professional within ten days from receipt of the Professional's bill.
- 4. <u>Non-Assignability</u>. Both parties recognize that this Agreement is one for personal services and cannot be transferred, assigned, or sublet by either party without prior written consent of the other. Sub-Contracting, if authorized, shall not relieve the Professional of any of the responsibilities or obligations under this Agreement. Professional shall be and remain solely responsible to the City for the acts, errors, omissions or neglect of any subcontractors' officers, agents and employees, each of whom shall, for this purpose be deemed to be an agent or employee of the Professional to the extent of the subcontract. The City shall not be obligated to pay or be liable for payment of any sums due which may be due to any sub-contractor.
- 5. <u>Termination of Procurement.</u> The sale contemplated by this Agreement may be canceled by the City prior to acceptance by the City whenever for any reason and in its sole discretion the City shall determine that such cancellation is in its best interests and convenience.
- 6. <u>Termination of Professional Services</u>. The Professional or the City may terminate the Professional Services component of this Agreement, without specifying the reason therefor, by giving notice, in writing, addressed to the other party, specifying the effective date of the termination. No fees shall be earned after the effective date of the termination. Upon any termination, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, reports or other material prepared by the Professional pursuant to this Agreement shall become the property of the City. Notwithstanding the above, Professional shall not be relieved of any liability to the City for damages sustained by the City by virtue of any breach of this Agreement by the Professional, and the City may withhold any payments to the Professional for the purposes of set-off until such time as the exact amount of damages due the City from the Professional may be determined.
- 7. <u>Independent Contractor Status.</u> It is expressly acknowledged and understood by the parties that nothing contained in this agreement shall result in, or be construed as establishing an employment relationship. Professional shall be, and shall perform as, an independent Contractor who agrees to use his or her best efforts to provide the said services on behalf of the City. No agent, employee, or servant of Professional shall be, or shall be deemed to be, the employee, agent or servant of the City. City is interested only in the results obtained under this contract. The manner and means of conducting the work are under the sole control of Professional. None of the benefits provided by City to its employees including, but not limited to, workers' compensation insurance and unemployment insurance, are available from City to the employees, agents or servants of Professional. Professional shall be solely and entirely

responsible for its acts and for the acts of Professional's agents, employees, servants and subcontractors during the performance of this contract. Professional shall indemnify City against all liability and loss in connection with, and shall assume full responsibility for payment of all federal, state and local taxes or contributions imposed or required under unemployment insurance, social security and income tax law, with respect to Professional and/or Professional's employees engaged in the performance of the services agreed to herein.

8. <u>Indemnification</u>. Professional agrees to indemnify and hold harmless the City, its officers, employees, from and against all liability, claims, and demands, on account of injury, loss, or damage, including claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, arising from Professional's performance of this contract, to the extent and for an amount represented by the degree or percentage such injury, loss, or damage is caused in whole or in part by, or is claimed to be caused in whole or in part by, the wrongful act, omission, error, professional error, mistake, negligence, or other fault of the Professional, any subcontractor of the Professional, or any officer, employee, representative, or agent of the Professional or of any subcontractor of the Professional, or which arises out of any workmen's compensation claim of any employee of the Professional or of any employee of any subcontractor of the Professional. The Professional agrees to investigate, handle, respond to, and to provide defense for and defend against, any such liability, claims or demands at the sole expense of the Professional, If it is determined by the final judgment of a court of competent jurisdiction that such injury, loss, or damage was caused in whole or in part by the act, omission, or other fault of the City, its officers, or its employees, the City shall reimburse the Professional for the portion of the judgment and expenses attributable to such act, omission, or other fault of the City, its officers, or employees.

9. Professional's Insurance.

- (a) Professional agrees to procure and maintain, at its own expense, a policy or policies of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by the Professional pursuant to Section 8 above. Such insurance shall be in addition to any other insurance requirements imposed by this contract or by law. The Professional shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to Section 8 above by reason of its failure to procure or maintain insurance, or by reason of its failure to procure or maintain insurance in sufficient amounts, duration, or types.
- (b) Professional shall procure and maintain, and shall cause any subcontractor of the Professional to procure and maintain, the minimum insurance coverages listed below. Such coverages shall be procured and maintained with forms and insurance acceptable to the City. All coverages shall be continuously maintained to cover all liability, claims, demands, and other obligations assumed by the Professional pursuant to Section 8 above. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.
 - (i) Worker's Compensation insurance to cover obligations imposed by applicable laws for any employee engaged in the performance of work under this contract, and Employers' Liability insurance with minimum limits of ONE MILLION DOLLARS (\$1,000,000.00) for each accident, ONE MILLION DOLLARS (\$1,000,000.00) disease policy limit, and ONE MILLION DOLLARS (\$1,000,000.00) disease each employee. Evidence of qualified self-insured status may be substituted for the Worker's Compensation requirements of this paragraph.
 - (ii) Commercial General Liability insurance with minimum combined single limits of TWO MILLION DOLLARS (\$2,000,000.00) each occurrence and THREE MILLION DOLLARS (\$3,000,000.00) aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, independent contractors, products, and completed operations. The policy shall include

coverage for explosion, collapse, and underground hazards. The policy shall contain a severability of interests provision.

- (iii) Comprehensive Automobile Liability insurance with minimum combined single limits for bodily injury and property damage of not less than ONE MILLION DOLLARS (\$1,000,000.00) each occurrence and ONE MILLION DOLLARS (\$1,000,000.00) aggregate with respect to each Professional's owned, hired and non-owned vehicles assigned to or used in performance of the Scope of Work. The policy shall contain a severability of interests provision. If the Professional has no owned automobiles, the requirements of this Section shall be met by each employee of the Professional providing services to the City under this contract.
- (iv) *Professional Liability* insurance with the minimum limits of ONE MILLION DOLLARS (\$1,000,000) each claim and TWO MILLION DOLLARS (\$2,000,000) aggregate.
- (c) The policy or policies required above shall be endorsed to include the City and the City's officers and employees as additional insureds. Every policy required above shall be primary insurance, and any insurance carried by the City, its officers or employees, or carried by or provided through any insurance pool of the City, shall be excess and not contributory insurance to that provided by Professional. No additional insured endorsement to the policy required above shall contain any exclusion for bodily injury or property damage arising from completed operations. The Professional shall be solely responsible for any deductible losses under any policy required above.
- (d) The certificate of insurance provided to the City shall be completed by the Professional's insurance agent as evidence that policies providing the required coverages, conditions, and minimum limits are in full force and effect, and shall be reviewed and approved by the City prior to commencement of the contract. No other form of certificate shall be used. The certificate shall identify this contract and shall provide that the coverages afforded under the policies shall not be canceled, terminated or materially changed until at least thirty (30) days prior written notice has been given to the City.
- (e) Failure on the part of the Professional to procure or maintain policies providing the required coverages, conditions, and minimum limits shall constitute a material breach of contract upon which City may immediately terminate this contract, or at its discretion City may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by City shall be repaid by Professional to City upon demand, or City may offset the cost of the premiums against monies due to Professional from City.
- (f) City reserves the right to request and receive a certified copy of any policy and any endorsement thereto.
- (g) The parties hereto understand and agree that City is relying on, and does not waive or intend to waive by any provision of this contract, the monetary limitations (presently \$350,000.00 per person and \$990,000 per occurrence) or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, Section 24-10-101 *et seq.*, C.R.S., as from time to time amended, or otherwise available to City, its officers, or its employees.
- 10. <u>City's Insurance</u>. The parties hereto understand that the City is a member of the Colorado Intergovernmental Risk Sharing Agency (CIRSA) and as such participates in the CIRSA Property/Casualty Pool. Copies of the CIRSA policies and manual are kept at the City of Aspen Risk Management Department and are available to Professional for inspection during normal business hours. City makes no representations whatsoever with respect to specific coverages offered by CIRSA. City shall provide Professional reasonable notice of any changes in its membership or participation in CIRSA.

- 11. <u>Completeness of Agreement</u>. It is expressly agreed that this agreement contains the entire undertaking of the parties relevant to the subject matter thereof and there are no verbal or written representations, agreements, warranties or promises pertaining to the project matter thereof not expressly incorporated in this writing.
- 12. <u>Notice</u>. Any written notices as called for herein may be hand delivered or mailed by certified mail return receipt requested to the respective persons and/or addresses listed above.
- 13. <u>Non-Discrimination</u>. No discrimination because of race, color, creed, sex, marital status, affectional or sexual orientation, family responsibility, national origin, ancestry, handicap, or religion shall be made in the employment of persons to perform services under this contract. Professional agrees to meet all of the requirements of City's municipal code, Section 15.04.570, pertaining to non-discrimination in employment.
- 14. <u>Waiver</u>. The waiver by the City of any term, covenant, or condition hereof shall not operate as a waiver of any subsequent breach of the same or any other term. No term, covenant, or condition of this Agreement can be waived except by the written consent of the City, and forbearance or indulgence by the City in any regard whatsoever shall not constitute a waiver of any term, covenant, or condition to be performed by Professional to which the same may apply and, until complete performance by Professional of said term, covenant or condition, the City shall be entitled to invoke any remedy available to it under this Agreement or by law despite any such forbearance or indulgence.
- 15. Execution of Agreement by City. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns. Notwithstanding anything to the contrary contained herein, this Agreement shall not be binding upon the City unless duly executed by the Mayor of the City of Aspen (or a duly authorized official in his absence) following a Motion or Resolution of the Council of the City of Aspen authorizing the Mayor (or a duly authorized official in his absence) to execute the same.
- 16. Worker Without Authorization prohibited CRS §8-17.5-101 & §24-76.5-101

Purpose. During the 2021 Colorado legislative session, the legislature passed House Bill 21-1075 that amended current CRS §8-17.5-102 (1), (2)(a), (2)(b) introductory portion, and (2)(b)(III) as it relates to the employment of and contracting with a "worker without authorization" which is defined as an individual who is unable to provide evidence that the individual is authorized by the federal government to work in the United States. As amended, the current law prohibits all state agencies and political subdivisions, including the Owner, from knowingly hiring a worker without authorization to perform work under a contract, or to knowingly contract with a Consultant who knowingly hires with a worker without authorization to perform work under the contract. The law also requires that all contracts for services include certain specific language as set forth in the statutes. The following terms and conditions have been designed to comply with the requirements of this new law.

Definitions. The following terms are defined by this reference are incorporated herein and in any contract for services entered into with the Owner.

- 1. "E-verify program" means the electronic employment verification program created in Public Law 208, 104th Congress, as amended, and expanded in Public Law 156, 108th Congress, as amended, that is jointly administered by the United States Department of Homeland Security and the social security Administration, or its successor program.
- 2. "Department program" means the employment verification program established pursuant to Section 8-17.5-102(5)(c).
- 3. "Public Contract for Services" means this Agreement.

- 4. "Services" means the furnishing of labor, time, or effort by a Consultant or a subconsultant not involving the delivery of a specific end product other than reports that are merely incidental to the required performance.
- 5. "Worker without authorization" means an individual who is unable to provide evidence that the individual is authorized by the federal government to work in the United States

By signing this document, Consultant certifies and represents that at this time:

- 1. Consultant shall confirm the employment eligibility of all employees who are newly hired for employment to perform work under the public contract for services; and
- 2. Consultant has participated or attempted to participate in either the e-verify program or the department program in order to verify that new employees are not workers without authorization.

Consultant hereby confirms that:

- 1. Consultant shall not knowingly employ or contract with a worker without authorization to perform work under the Public Contract for Services.
- 2. Consultant shall not enter into a contract with a subconsultant that fails to certify to the Consultant that the subconsultant shall not knowingly employ or contract with a worker without authorization to perform work under the Public Contract for Services.
- 3. Consultant has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under the public contract for services through participation in either the e-verify program or the department program.
- 4. Consultant shall not use the either the e-verify program or the department program procedures to undertake pre-employment screening of job applicants while the Public Contract for Services is being performed.

If Consultant obtains actual knowledge that a subconsultant performing work under the Public Contract for Services knowingly employs or contracts with a worker without authorization, Consultant shall:

- 1. Notify such subconsultant and the Owner within three days that Consultant has actual knowledge that the subconsultant is employing or subcontracting with a worker without authorization: and
- 2. Terminate the subcontract with the subconsultant if within three days of receiving the notice required pursuant to this section the subconsultant does not stop employing or contracting with the worker without authorization; except that Consultant shall not terminate the Public Contract for Services with the subconsultant if during such three days the subconsultant provides information to establish that the subconsultant has not knowingly employed or contracted with a worker without authorization.

Consultant shall comply with any reasonable request by the Colorado Department of Labor and Employment made in the course of an investigation that the Colorado Department of Labor and Employment undertakes or is undertaking pursuant to the authority established in Subsection 8-17.5-102 (5), C.R.S.

If Consultant violates any provision of the Public Contract for Services pertaining to the duties imposed by Subsection 8-17.5-102, C.R.S. the Owner may terminate this Agreement. If this Agreement is so terminated, Consultant shall be liable for actual damages to the Owner arising out of Consultant's violation of Subsection 8-17.5-102, C.R.S.

It is agreed that neither this agreement nor any of its terms, provisions, conditions, representations or covenants can be modified, changed, terminated or amended, waived, superseded or extended except by appropriate written instrument fully executed by the parties.

If any of the provisions of this agreement shall be held invalid, illegal or unenforceable it shall not affect or impair the validity, legality or enforceability of any other provision.

17. Warranties Against Contingent Fees, Gratuities, Kickbacks and Conflicts of Interest.

- (a) Professional warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Professional for the purpose of securing business.
- (b) Professional agrees not to give any employee of the City a gratuity or any offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to this Agreement, or to any solicitation or proposal therefore.
- (c) Professional represents that no official, officer, employee or representative of the City during the term of this Agreement has or one (1) year thereafter shall have any interest, direct or indirect, in this Agreement or the proceeds thereof, except those that may have been disclosed at the time City Council approved the execution of this Agreement.
- (d) In addition to other remedies it may have for breach of the prohibitions against contingent fees, gratuities, kickbacks and conflict of interest, the City shall have the right to:
 - 1. Cancel this Purchase Agreement without any liability by the City;
 - 2. Debar or suspend the offending parties from being a Professional, contractor or subcontractor under City contracts;
 - 3. Deduct from the contract price or consideration, or otherwise recover, the value of anything transferred or received by the Professional; and
 - 4. Recover such value from the offending parties.
- 18. <u>Fund Availability</u>. Financial obligations of the City payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted and otherwise made available. If this Agreement contemplates the City utilizing state or federal funds to meet its obligations herein, this Agreement shall be contingent upon the availability of those funds for payment pursuant to the terms of this Agreement.

19. General Terms.

- (a) It is agreed that neither this Agreement nor any of its terms, provisions, conditions, representations or covenants can be modified, changed, terminated or amended, waived, superseded or extended except by appropriate written instrument fully executed by the parties.
- (b) If any of the provisions of this Agreement shall be held invalid, illegal or unenforceable it shall not affect or impair the validity, legality or enforceability of any other provision.

- (c) The parties acknowledge and understand that there are no conditions or limitations to this understanding except those as contained herein at the time of the execution hereof and that after execution no alteration, change or modification shall be made except upon a writing signed by the parties.
- (d) This Agreement shall be governed by the laws of the State of Colorado as from time to time in effect. Venue is agreed to be exclusively in the courts of Pitkin County, Colorado.
- 20. <u>Electronic Signatures and Electronic Records</u> This Agreement and any amendments hereto may be executed in several counterparts, each of which shall be deemed an original, and all of which together shall constitute one agreement binding on the Parties, notwithstanding the possible event that all Parties may not have signed the same counterpart. Furthermore, each Party consents to the use of electronic signatures by either Party. The Scope of Work, and any other documents requiring a signature hereunder, may be signed electronically in the manner agreed to by the Parties. The Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic documents, or a paper copy of a document bearing an electronic signature, on the grounds that it is an electronic record or electronic signature or that it is not in its original form or is not an original.
- 21. <u>Successors and Assigns</u>. This Agreement and all of the covenants hereof shall inure to the benefit of and be binding upon the City and the Professional respectively and their agents, representatives, employee, successors, assigns and legal representatives. Neither the City nor the Professional shall have the right to assign, transfer or sublet its interest or obligations hereunder without the written consent of the other party.
- 22. <u>Third Parties</u>. This Agreement does not and shall not be deemed or construed to confer upon or grant to any third party or parties, except to parties to whom Professional or City may assign this Agreement in accordance with the specific written permission, any right to claim damages or to bring any suit, action or other proceeding against either the City or Professional because of any breach hereof or because of any of the terms, covenants, agreements or conditions herein contained.
- 23. <u>Attorney's Fees</u>. In the event that legal action is necessary to enforce any of the provisions of this Agreement, the prevailing party shall be entitled to its costs and reasonable attorney's fees.
- 24. <u>Waiver of Presumption</u>. This Agreement was negotiated and reviewed through the mutual efforts of the parties hereto and the parties agree that no construction shall be made or presumption shall arise for or against either party based on any alleged unequal status of the parties in the negotiation, review or drafting of the Agreement.
- 25. <u>Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion</u>. Professional certifies, by acceptance of this Agreement, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in any transaction with a Federal or State department or agency. It further certifies that prior to submitting its Bid that it did include this clause without modification in all lower tier transactions, solicitations, proposals, contracts and subcontracts. In the event that Professional or any lower tier participant was unable to certify to the statement, an explanation was attached to the Bid and was determined by the City to be satisfactory to the City.
- 26. <u>Integration and Modification</u>. This written Agreement along with all Contract Documents shall constitute the contract between the parties and supersedes or incorporates any prior written and oral agreements of the parties. In addition, Professional understands that no City official or employee, other than the Mayor and City Council acting as a body at a council meeting, has authority to enter into an Agreement or to modify the terms of the Agreement on behalf of the City. Any such Agreement or modification to this Agreement must be in writing and be executed by the parties hereto.

27. <u>Authorized Representative</u>. The undersigned representative of Professional, as an inducement to the City to execute this Agreement, represents that he/she is an authorized representative of Professional for the purposes of executing this Agreement and that he/she has full and complete authority to enter into this Agreement for the terms and conditions specified herein.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement of which shall be deemed an original on the date first written above.

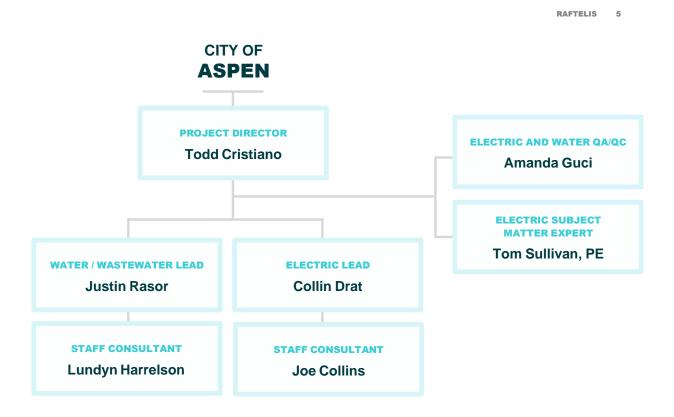
CITY OF ASPEN, COLORADO:	PROFESSIONAL: DocuSigned by:
	todd Cristiano
[Signature]	05C9EC2C698D475 [Signature]
By:	By:
[Name]	[Name]
Title:	Title:
Date:	Date: 6/28/2022 2:25:46 PM PDT
Approve as to Form:	
City Attorney	

General Conditions and Special Conditions can be found on City of Aspen Website. https://www.cityofaspen.com/497/Purchasing

EXHIBIT A PROFESSIONAL SERVICES AGREEMENT Scope Of Work

Project Team

The Raftelis team will consist of the following resources. If a resource becomes unavailable, Raftelis will replace the resource with someone of comparable experience and knowledge.



Project Plan

Task 0: Project Initiation

WORK PLAN ACTIVITIES

This task sets the stage for efficient and effective project execution through understanding the City's perspective and what they value in a success project.

- Project Management
 - o Provide timely invoices, conduct regular calls with the City's project manager, and identify milestones and deliverables.
- Project Initiation Meeting
 - o Provide data request in advance of project initiation meeting.
 - o Review prior City rate models prior to the meeting
 - o Schedule conference call to review and clarify data request items.
 - Discuss other policy objectives that may affect the study (e.g., reserve policies, debt coverage requirements, etc.).
 - o Review rate model functional requirements with staff

- **Pricing Objectives Workshop**
 - o Conduct a pricing objectives workshop with City staff to better understand the objectives of current rate structures, and critical issues that should be considered in the development of alternative rate designs such as low income, changes in base charges
 - o Review current Electric Community Investment Fees and Utility Investment Fees structure and identify the key priorities for possible modifications
 - o Prepare rate structure alternatives that align with the selected objectives. Rate structure alternatives will be evaluated in Task 6

DELIVERABLES:

- Kick-off meeting with City Staff
- Technical Memorandum summarizing results and action items from Kick-off meeting
- Technical Memorandum (TM) summarizing results of pricing objectives workshop

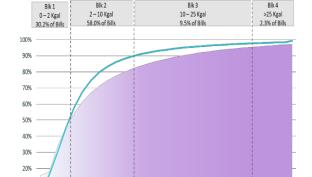
Task 1: Revenue Requirements for Electric and Water Utilities

WORK PLAN ACTIVITIES

This task lays the groundwork for creating a long-term financial roadmap to meet financial goals. This will assist the City with proactive planning of large capital projects, evaluating various funding options and balancing those to minimize future revenue adjustments

Customer Billing Data Analysis

- Calculate the number of bills and ECUs for all water customers for the past three years b ased on billing area, billing area factor. This applies to the customer classes who are assessed the fire protection charge and the demand charges. These classes include all metered and unmetered customers. construction water, and senior rates.
- Develop the residential bill frequency to determine the number of bills and water volume billed within each tier by ECU for all metered water customers. Calculate volume billed for pump levels 1, 2, and 3. Calculate total volume billed for all other customers (e.g. pressurized and non-pressurized raw water, irrigation,



0 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30

Usage, 1,000 gallons

-Cumulative Percent of Bills

Cumulative Percent of Usage

Example Bill Frequency Analysis

Blk 4

senior, etc.). Analyze last three years of data to determine changes in usage patterns. Apply appropriate rate schedule to each class and year and reconcile revenues back to budget documents and annual reports.

10%

Develop bill frequency to determine the number of bills and kilowatt-hours billed within each current tier for residential customers. Calculate total kilowatt-hours billed for small and large commercial and kilowatts billed for large commercial. Analyze last three years of data to determine changes in usage patterns. Calculate total kilowatt-hours billed for the commercial, Apply appropriate rate schedule to each class and year and reconcile revenues back to budget documents

- and annual reports.
- Project water and electric rate revenues based trends from the historical data develop in the above tasks. Adjust projections for potential conservation efforts. Water rate revenues include the demand charges, fire protection charges, pumping charges, and variable charges. Electric rater revenues include residential, small commercial consumption and availability charges, and large commercial consumption, demand, and availability charges

Water Financial Plan (Long Range Plan or LRP)

- Create an LRP for the water utility for the study period 2022 to 2031. The LRP includes operating revenues, operating and non-operating revenues, operation and maintenance expense, capital expenditures, and transfers.
- Forecast revenue under existing rates using the demands projections developed above along with
 other operating and non-operating revenues such as development review fees, and tap fees (water
 utility investment fees) for water and electric community investment fees and other operating
 income. If necessary, incorporate the price elasticity of demand to account for changes in customer
 usage behavior from the impact of rate increases.
- Forecast operations and maintenance (O&M), capital, and overhead allocation charges. Incorporate new positions, changes in operating efficiencies, etc.
- Develop 'optimal' revenue requirement financial plan balancing a mix of cash funding and debt financing capital projects (if applicable) while meeting reserve targets, and minimizing revenue increases. Calculate annual rate revenue adjustments needed through the study period.
- Update financial plan scenarios based on feedback from City staff

Electric Financial Plan (Long Range Plan)

- Create an LRP for the electric utility for the study period 2022 to 2031. The LRP includes operating revenues, operating and non-operating revenues, operation and maintenance expense, capital expenditures, debt service, and overhead allocation transfers.
- Forecast revenue under existing rates using the demands projections developed above along with other operating and non-operating revenues such as the electric community investment fee, tenant service deposits, and electric development review fees. If necessary, incorporate the price elasticity of demand to account for changes in customer usage behavior from the impact of rate increases.
- Forecast operations and maintenance (O&M), capital, and overhead allocation charges. Incorporate new positions, changes in operating efficiencies, etc. Review with City and significant changes to purchased power projections, and locally produced power. Compare with trends in the regional area
- Forecast debt and capital costs for the study period.
- Develop 'optimal' revenue requirement financial plan balancing a mix of cash funding and debt financing capital projects (if applicable) while meeting reserve targets, debt service coverage requirements, while maintaining conservative debt capacity levels and minimizing revenue increases. Calculate annual rate revenue adjustments needed through the study period.
- Update financial plan scenarios based on feedback from City staff

Revenue Requirement (See Task 2 for additional steps with cost allocation)

• Develop separate water and electric revenue requirement for the year in which rates will be effective, If test year is beyond the next budget cycle, develop rates that will transition to that revenue requirement and recover cost of service by class.

DELIVERABLES:

- Water and electric LRPs
- Water and electric revenue requirement
- Conference call with staff to review LRPs and adjust as necessary.

Task 2: Develop a Revenue Recovery Cost of Service Rate Model

WORK PLAN ACTIVITIES

This outcome of this task is to develop rates which recover costs fairly and equitably from customer classes while minimizing subsidies between the classes.

- Determine the test year revenue requirement (which includes O&M, capital projects, transfers, debt service, etc.) for the purposes of cost allocation
- Allocate test-year capital cost, O&M expenses, and non-rate revenue offsets to the correct 'buckets'
 - o For water, buckets include demand charge, fire protection charge, pumping (1, 2, and 3), variable, raw, and bulk water service.
 - o For electric, buckets include energy, demand, billing, transformer, and community benefit
- Determine customer class units of service. Units of service include:
 - o For water, ECUs, water demands, billing area factors
 - o For electric, kilowatt-hours, kilowatts, billing, and transformer (equivalent amps)
- Calculate unit cost by expense bucket.
 - For water, the expense buckets are analogous to customer classes. This step calculates the unit cost per ECU for demand charges, variable charge, fire protection charge, and pumping charge. These unit costs are used in the rate design
 - o For electric, the unit cost is based on the expense buckets of demand, availability, energy, and billing.
- Distribute costs to customer classes/buckets
 - o For water, the cost of service was calculated above in the allocation step.
 - For electric, the unit costs developed above are applies to each class' units of service for demand, availability, energy, and billing
- Compare cost of service buckets/classes to revenue under existing rates for the same.
- Rate Design Under Existing Structure
 - o Calculate rates by bucket (water only) or by class (electric) for the test year. If the test year is beyond the next budget year, create rate transition to achieve cost of service in the final year.
 - o Create additional rate design alternatives which is discussed further in Task 3

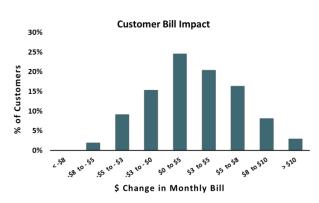
DELIVERABLES:

- Separate water and electric cost of service models
- Draft and final LRP in which to develop cost of service and rates
- Comparison of cost of service results to revenue under existing rates for the selected test year
- Rates that are transitioned (if necessary) that recover cost of service by bucket (water) and by class (electric)
- TM summarizing results of cost of service analysis

Task 3: Run Two or Three Cost of Service Scenarios with Rate Model

WORK PLAN ACTIVITIES

- Using the results developed in Task 3, develop alternative rate schedules based on direction from staff. This may include adjusting the water demand charges or electric availability charges to address address affordability goals, or adjusting the tiers in the water volume and the energy consumption rates.
- Conduct a revenue recovery sensitivity analysis comparing the alternative to the cost of service
 rates. Identify pricing objectives such as revenue stability, affordability, conservation that the rate
 structures must meet. Determine measurable criteria and compare each alternatives' ability to
 meet those objectives.
- Create customer impacts which will show each customer change in annual bill under existing structure and alternative structure. State this on an average monthly basis and create customer impact graph which will show how many customers' average bill will increase at specific dollar increments. For example (numbers are illustrative only), the graph may show that 350 customers' (or 25% of the customer base) will see an average monthly bill increase of \$100 or less. This information provide great feedback how impactful a rate structure change can be on customers.



DELIVERABLES:

- Conference call with staff to run 'what-if' scenarios on alternatives.
- TM summarizing results of rate design analysis of the existing and proposed rate structure alternatives

Task 4: Meetings and Other Deliverables

WORK PLAN ACTIVITIES

Develop Fee and Rate Recommendations

Based on the analysis completed on the previous tasks, the rate objectives identified in Task 4, and
discussions with staff, finalize the rate alternative calculations in the rate model. These finalized rates
will then be used to develop future LRP revenue projections and serve as the basis for the cost of
service and rate design.

Present the Final Report to City Council

- Develop presentation which summarizes the water and electric rate setting process. Provide copy for staff's review and comment. Update presentation incorporating comments.
- Attend City Council meeting to present findings and answer questions

Water and Electric Comparison Study

- Update the residential water typical bill survey based on the selected peer utilities and using the City's existing survey model.
- Update the residential electric typical bill survey based on the selected peer utilities and using the City's existing survey model.

Task 6: Supplemental Tasks Included in Scope of Work

WORK PLAN ACTIVITIES

- *Increased number of EV charging stations*. Evaluate revenue opportunities for the City with increasing the availability of charging stations. Conduct a cost benefit analysis based on the current EV management platform and potential alternatives
- *EV charging station rates*. Evaluate energy and demand patterns of the various EV stations and develop a customer class within the cost of service model to allocate costs and determine the appropriate unit costs. Weigh costs in light of community goals and the political environment around promoting increased use of EV charge stations. Evaluate the possibility of time-of-use rates that will help smooth loads such that capacity is not materially affected.
- **Beneficial electrification.** Evaluate the impacts of increased demand across our existing electric service area as a result of beneficial electrification. Using rate model, determine is if increased load has a material impact on the cost allocations. Compare the increased demand and associated greenhouse gases to the reduction in traditional fossil fuels due to the transition. If possible, use any benchmarks in the City's Climate Action Plan to determine how and what level of beneficial electrification may be required to meet certain goals.
- *PV solar base rate*. Evaluate the costs associated with the service requirements for customers with individual PV solar. This would involve completed a cost allocation study to assess labor, materials, and other indirect administrative costs associated with providing services to these customers.
- *Senior rates.* Calculate the current subsidy to the senior accounts and the impact to other customers. With assistance from staff, identify specific peer utilities which have senior programs. Compare and contrast the programs and identify potential other methods to maintain lower rates for seniors while minimizing subsidy impact to other customer classes
- Base charges on small residential electric customers review. Through the cost of service analysis determine whether the base charges are recovering their proportionate share of cost of service. First, review cost allocations to determine if adjustments are required. If cost allocations are representative, evaluate rate design options to minimize increases to the base charges.
- Extend water construction rate period. Determine the financial impact to extending the period in which construction water is not assessed variable rates from 9 to 12 months (they are currently assessed the demand and fire charges). Determine average number of construction meters and duration meters are held. Determine the volume and revenue for usage in excess of the 9 months based on the average outstanding construction hydrants in a given year. Determine the revenue reduction from extending the period from 9 to 12 months.
- *Rate structure changes*. Review potential changes to tiered rate structure to address emerging industry trends and conservation efforts. Using the bill frequency analysis and pricing objectives create rate alternatives with the tiered structures that will better meet objectives. Compare the bill impacts under each scenario.
- Waterworth Update. Input complete rate and fee schedule into Waterworth a utility rate setting and

financial planning platform. Assist staff with entering data into the Waterworth system. Provide QA/QC to ensure accuracy of rates.

Project Schedule

Raftelis will complete the scope of services within the timeframe shown in the schedule below. The proposed schedule assumes a project start date of **July 30**, **2022**, and that Raftelis will receive the needed data in a timely manner and be able to schedule meetings as necessary. Raftelis will complete the final report on or before **September 2023**. Raftelis will present the final report on or before, **October 2023**.

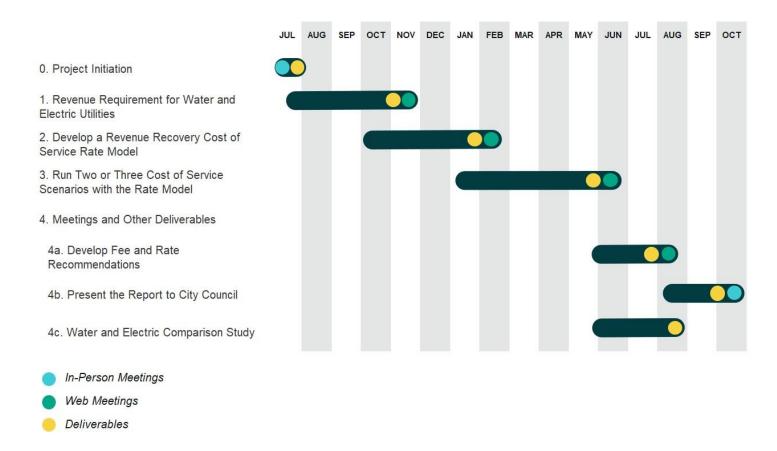


EXHIBIT B PROFESSIONAL SERVICES AGREEMENT Fee Schedule

Pricing - Work Plan

The following tables provides a breakdown of our proposed fee for this project. These tables include the estimated level of effort required for completing each task and the hourly billing rates for our project team members. Expenses include costs associated with travel and a \$10 per hour technology charge covering computers, networks, telephones, postage, etc. Table B1 shows the **pricing by task**, for Tasks 1 through 5 shown in our work plan. Table B2 shows the pricing **by milestone** as identified in the City's RFP. The not-to-exceed price is the same in both cases, with the only difference being the way the information is presented.

Pricing for the Supplemental Tasks, which are included within the scope of work, follow in Table B3. Additional hourly rates are specified in Table B4.

Table B1: Pricing by Task for Tasks 1-5

	Hours										
Tasks (per Proposal Work Plan)	Web Meetings	In-person Meetings	TC	AG	TS	JR	CD	JC	LH	Total	Total Fees & Expenses
0. Project Initiation		1	12	4	2	8	8	2	2	38	\$12,453
Revenue Requirement for Water and Electric Utilities	1		12			10	10	38	38	108	\$24,230
2. Develop a Revenue Recovery Cost of Service Rate Model	1		12	6	6	10	10	38	38	120	\$27,530
3. Run Two or Three Cost of Service Scenarios with the Rate Model	1		6	2	2	8	8	8	8	42	\$10,350
4. Meetings and Other Deliverables											
4a. Develop Fee and Rate Recommendations	1		8			12	12	2	2	36	\$9,530
4b. Present the Report to City Council		1	16			12	12	2	2	44	\$13,007
4c. Water and Electric Comparison Study						2	2	4	4	12	\$2,680
Total Meetings / Hours	s 4	2	66	12	10	62	62	94	94	400	
	Hou	rly Billing Rate	\$285	\$255	\$275	\$255	\$255	\$225	\$160		
	Total Pro	fessional Fees	\$1 8,8 1 0	\$3,060	\$2,750	\$15,810	\$15,810	\$21,150	\$15,040	\$92,430	
TC - Todd Cristiano AG - Amanda Guci (QA/QC)										Total Fees	\$92,430
TS - Tom Sullivan (Technical Advisor) JR - Justin Rasor (Water Lead) CD - Collin Drat (Electric Lead)									Tota	al Expenses	\$7,350
JC - Joe Collins (Lead Analyst) LH - Lundyn Harrelson (Lead Analyst)									Total Fees	& Expenses	\$99,780

Table B2. Pricing by Milestone for Tasks 1-5

						Но	ours				
Milestones (per City RFP)	Web Meetings	In-person Meetings	TC	AG	TS	JR	CD	JC	LH	Total	Total Fees & Expenses
Project Kick-Off (Task 0)	0	1	12	4	2	8	8	2	2	38	\$12,4 53
Delivery of Revenue Requirements (Task 1)	1	0	12	0	0	10	10	38	38	108	\$24,230
Delivery of Preliminary Scenario Modeling (Task 2)	1	0	12	6	6	10	10	38	38	120	\$27,530
Delivery of Draft Report (Task 4a)	1	0	8	0	0	12	12	2	2	36	\$9,530
Council Presentation of Final Report (Tasks 3, 4b and 4c)	1	1	22	2	2	22	22	14	14	98	\$26,037
Total Meetings / Hou	rs 4	2	66	12	10	62	62	94	94	400	
	Hou	rly Billing Rate	\$285	\$2 55	\$275	\$255	\$255	\$225	\$160		
	Total Pro	fessional Fees	\$18,810	\$3,060	\$2,750	\$15,810	\$15,810	\$21,150	\$15,040	\$92,430	
TC - Todd Cristiano AG - Amanda Guci (QA/QC)										Total Fees	\$92,430
TS - Tom Sullivan (Technical Advisor) JR - Justin Rasor (Water Lead) CD - Collin Drat (Electric Lead)									Tota	al Expenses	\$7,350
JC - Joe Collins (Lead Analyst) LH - Lundyn Harrelson (Lead Analyst)									Total Fees	& Expenses	\$ 99,780

Table B3 below indicates the estimated pricing for the supplemental tasks listed on pages 6 and 7 of the City's RFP. These are described in Task 6 of our work plan. The pricing assumes they are conducted either in conjunction with the Tasks 1 through 5 or relatively soon after study completion. It also based on the cost of doing each task individually. If they are all conducted at the same time, there may be some efficiencies which could reduce the cost. If needed, Raftelis can work with City staff to determine which tasks are needed, at which point the level of effort can be refined to meet the City's needs.

Table B3. Pricing for Supplement Tasks (Task 6)

		Hours									
Supplemental Tasks (per City RFP)	Web Meetings	In-person Meetings	TC	AG	TS	JR	CD	JC	LH	Total	Total Fees & Expenses
EV Station Impacts	1	0	2	2			8	16	16	44	\$9,720
EV Station Rates	1	0	2	1			4	12	12	31	\$6,775
Electrification	1	0	2	2			8	16	16	44	\$9,720
Base Rate for Solar Customers	1	0	2	1			2	6	6	17	\$3,815
Senior Rates Analysis/Benchmarking	1	0	1				2	4	8	15	\$3,125
Base Charge for Small Electric Customers	1		1	1			2	6	6	16	\$3,520
Extend Water Construction Period	1		2			4		10	10	26	\$5,700
Rate Structure Changes	1		2			8		16	16	42	\$9,190
Input Rates Into Waterworth	1		1			2		4	4	11	\$2,445
Total Meetings / Hours	6	0	15	7	0	14	26	90	94	246	
	Hourly	Billing Rate	\$285	\$255	\$275	\$255	\$255	\$225	\$160		
	Total Profe	ssional Fees	\$4,275	\$1,785	\$ 0	\$3,570	\$6,630	\$20,250	\$15,040	\$51,550	
C - Todd Cristiano G - Amanda Guci (QA/QC)									Т	otal Fees	\$ 51,55
S - Tom Sullivan (Technical Advisor) R - Justin Rasor (Water Lead) D - Collin Drat (Electric Lead)									Total	Expenses	\$2,46
C - Joe Collins (Lead Analyst)								Т	otal Fees &	Expenses	\$ 54,010

LH - Lundyn Harrelson (Lead Analyst)

Hourly Billing Rates

Project team hours and expenses will be billed on the same invoice. Expenses related to travel will be billed at cost. Additional services outside the agreed upon scope of work will be billed on a time and materials basis. Raftelis' billing rates can be found below.

Table B4. Hourly Billing Rates

POSITION	HOURLY BILLING RATE**
Chair/Chair Emeritus	\$475
Chief Executive Officer/President	\$400
Executive Vice President	\$350
Vice President/Principal Consultant	\$325
Senior Manager	\$285
Manager	\$250
Senior Consultant	\$220
Consultant	\$190
Creative Director	\$190
Associate	\$160
Graphic Designer	\$135
Analyst	\$115
Administration	\$85
Technology Charge*	\$10

^{*}Technology/Communications Charge: This is an hourly fee charged monthly for each hour worked on the project to recover telephone, facsimile, computer, postage/overnightdelivery, conference calls, electronic/computer webinars, photocopies, etc.

^{**}For services related to the preparation for and participation in deposition and trials/hearings, the standard billing rates listed above will be increased by an amount up to 50



MEMORANDUM

TO: Mayor and City Council

FROM: Scott Chism, Business Services Director, Parks & Open Space / Recreation

Sarah Roy, Director of Red Brick Center for the Arts

THROUGH: Austin Weiss, Parks and Recreation Director

MEMO DATE: June 27, 2022

MEETING DATE: July 12, 2022

RE: Contract approval - Red Brick Arts Public Gallery and Corridor Design

Improvements Professional Services

REQUEST OF COUNCIL:

The Parks and Recreation Business Services Division is seeking City Council approval for a \$50,000.00 Professional Services Agreement associated with the Red Brick Arts Public Gallery and Corridor Design Improvements project.

SUMMARY / BACKGROUND:

The Red Brick Arts Building has a need for renovation and improvements to the gallery and public spaces. Project goals include:

- Bring the facility to current standards of safety, energy efficiency, functionality and improved quality of experience for the programming, various users, and visitors.
- Create a flexible interior environment suitable to support multiple mixed media art exhibitions throughout the year.
- Design comfortable and appropriately lit public spaces that facilitate interaction between the visiting public, users and the tenants of the Red Brick Center for the Arts.
- Create a recognition area to tell the history of the Red Brick and acknowledge those involved with its creation and continued success.

The consulting Architect, Harry Teague Architects, has been awarded a Professional Services Agreement following a Request for Proposals (RFP) solicitation process. Harry Teague Architects was selected following a thorough review of two high quality proposals from local consulting Architects, including individual interviews with each team that submitted a proposal. The proposal received from Harry Teague Architects was the most responsible and cost effective to the City.

DISCUSSION:

Business Services and Red Brick Arts staff worked closely to develop the RFP, review proposals and select a consulting Architect to best meet the needs of the Red Brick Arts Public Gallery and Corridor improvements project

Harry Teague Architects will assist the City to bring the Red Brick Center for the Arts facility to current standards of safety, energy efficiency, functionality, and improved quality of experience for the programming, various users, and visitors. The design improvements will assure this building continues to serve its intent and meet the expectations of the community. The scope of work will include a phased renovation plan which will serve as a road map to inform priority of improvements and budget allocation. A complete scope of work is included within the Professional Services Agreement (Attachment A).

FINANCIAL/BUDGET IMPACTS:

The procurement for the Red Brick Arts Public Gallery and Corridor Design Improvements project is included in the 2022 General Fund Capital Project Budget, as project 51362, with a project budget of \$50,000. The contracted scope of work with Harry Teague Architects is valued within the project budget at \$50,000.

ENVIRONMENTAL IMPACTS:

The renovation and improvements to the Red Brick Center for the Arts gallery and public spaces will result in high efficiency LED lighting, likely enhancement of interior space daylighting, and energy efficiency improvements with updated mechanical and HVAC system components.

ALTERNATIVES:

Council can choose to not approve the Professional Services Agreement with Harry Teague Architects which was competitively solicited to meet a budgeted project need for the Red Brick Center for the Arts. The Red Brick building would continue to operate with the existing energy efficiency, safety and functionality deficiencies.

STAFF RECOMMENDATIONS:

Staff recommends approval of Professional Services Agreement with Harry Teague Architects for a value of \$50,000.00.

CITY MANAGER COMMENTS:

RESOLUTION #082 (Series of 2022)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ASPEN, COLORADO, APPROVING A CONTRACT BETWEEN THE CITY OF ASPEN AND HARRY TEAGUE ARCHITECTS AUTHORIZING THE CITY MANAGER TO EXECUTE SAID CONTRACT ON BEHALF OF THE CITY OF ASPEN, COLORADO.

WHEREAS, there has been submitted to the City Council a contract for professional architectural services, between the City of Aspen and Harry Teague Architects, a true and accurate copy of which is attached hereto as Exhibit "A";

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ASPEN, COLORADO,

That the City Council of the City of Aspen hereby approves that Contract for, Red Brick Arts Public Gallery and Corridor Design Improvements project between the City of Aspen and Harry Teague Architects a copy of which is annexed hereto and incorporated herein, and does hereby authorize the City Manager to execute said agreement on behalf of the City of Aspen.

Aspen on the day of	D ADOPTED by the City Council of the City of 2022.
	Torre, Mayor
	ointed and acting City Clerk do certify that the cy of that resolution adopted by the City rado, at a meeting held,2022.
	Nicole Henning, City Clerk

Exhibit B

Section
6.
Fee Proposal & Schedule

Fee Proposal & Schedule The Red Brick Center for the Arts.

FEE PROPOSAL

To be clear, it is difficult for Harry Teague Architects to make a fee commitment at this time, as there seems to be a number of factors that have yet to be resolved. These are factors that will affect the ultimate budget and scope of work. In addition to the surprises that inevitably occur with remodel projects that make budgeting and planning difficult. Stakeholder involvement is mentioned in several places in the RFP. We at HTA enthusiastically embrace and support this critical step in the design process, but the outcome of this engagement may significantly affect the direction, difficulty, budget...ultimately the concepts, design, and amount of our architectural involvement.

That said, we anticipate the fee required to complete the tasks as described in the RFP to be in the range of \$50,000 to \$70,000 with our consultants included. We propose that a healthy way to proceed would be to begin with a fee for the initial research and discovery phase: initiating and evaluating the stakeholder meetings, assembling drawings and information about the existing conditions and covenants, conditions, and restrictions (CC& Rs), examining and assessing the existing building, and, as part of the engagement process, presenting some initial concepts for each of the various tasks outlined in the RFP for evaluation and response with respect to effect, cost, and schedule. For this work we propose a fee of \$20,000. Completing this step will give us a better idea of the actual scope of the Architectural Service required and a basis on which to base appropriate compensation. We have attached on this page a rate schedule for work not included in the proscribed scope of services we agree upon.

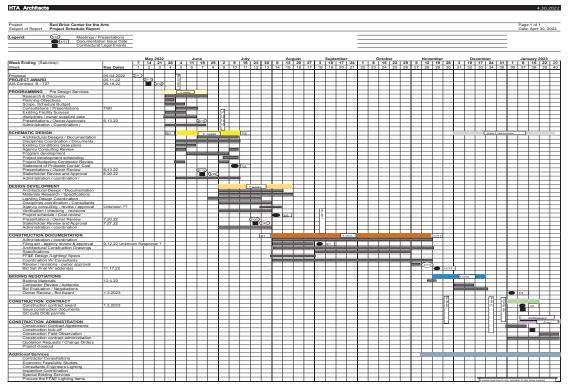
Scheduling at this point presents similar challenges. We propose the schedule below as a starting point, and to illustrate our process and format. As with budget and fee, the schedule will become more reliable as the details of scope and design emerge.

2022 HTA Rate Schedule

Category	Billing Rate
Principal	\$231.00
Senior Project Manager	\$170.00
Project Architect/Manager	\$142.00
Architect V	\$130.00
Architect IV	\$118.00
Architect III	\$107.00
Architect II	\$101.00
Architect I	\$ 94.00
Master Designer	\$118.00
Senior Designer	\$107.00
Designer IV	\$ 97.00
Designer III	\$ 91.00
Designer II	\$ 85.00
Designer I	\$ 72.00
Intern	\$ 61.00
Administrator	\$ 55.00

Fee Proposal & Schedule The Red Brick Center for the Arts.

SCHEDULE HTA Architec



HTA'S APPROACH TO PROJECT.

SCOPE OF WORK

As with pretty much all of our projects, Harry Teague Architects will begin with a **research and discovery phase**. This phase will begin with the following:

- HTA would initiate and preside over interviews, and stakeholder meetings with staff and users to establish, prioritize and define programmatic objectives. These meetings will focus on the scope items defined in the RFP, but HTA would certainly encourage that some time in these meetings be devoted to longer range thinking.
- Begin the process of establishing all codes and regulations that may apply: zoning, building codes, signage, and unique requirements related to the building's historical status. This process will likely require meeting with town officials.
- Locate, acquire, and assemble relevant documents of existing conditions for review, coordination and verification.

 Detailed observation and recording of existing conditions that relate to the various scope items and to ideas and concepts that may emerge from interviews and stakeholder meetings.

At the conclusion of this phase, HTA will review with Ownership the qualitative and quantitative program that emerges for compatibility with overall objectives and potential budget expectations. Because this project involves remodeling which is notoriously difficult to estimate, and no contractor will yet have been engaged, this exercise will be at the most rough level, but useful no doubt in shaping the future course of action.

HTA will then produce and present **conceptual designs** for review, comment until eventual approval for each of the tasks outlined in the RFP Scope of Work 3.0 and the Program that has emerged from the discovery and research phase.

Because cost and disruption schedule will no doubt be of primary consideration, HTA highly recommends the engagement of a contractor at this point on a pro rata basis who is familiar with remodeling in Aspen and the tasks associated with this project. It would be understood that this contractor would not be guaranteed the work, but it has proved most efficient and ultimately cost effective to have this input during

the design process. If the contractor were not to be eventually hired, they would be compensated for their work on an hourly basis. The subcontracting would, in any case, eventually be bid competitively. We do have at least one contractor in mind who has the appropriate experience.

With the Conceptual Design approved for all or part of the work, HTA would then proceed with BasicArchitectural Services (Schematic Design, Design Development, and Construction Documents) as described in 3.0 Scope of Work. Should there be unique Code considerations that emerge, HTA would, with Ownership approval engage a professional code consultant whom we use regularly. Budget will be reviewed for status at the end of each architectural phase before proceeding to the next phase to the extent possible. It may be that schedule will dictate that individual parts of the scope proceed at different rates. In any case, HTA anticipates working with the contractor to keep a budget status log up to date and inform Ownership on a regular basis at regularly scheduled Owner, Architect & Contractor (OAC) meetings for the duration of the project.



CITY OF ASPEN STANDARD FORM OF AGREEMENT

PROFESSIONAL SERVICES

City of Aspen Contract No.: 2021-247.

AGREEMENT made this 25th day of May, in the year 2022.

BETWEEN the City:

The City of Aspen c/o Sara Ott 427 Rio Grande Place Aspen, Colorado 81611 Phone: (970) 920-5079

And the Professional:

Harry Teague Architects c/o Harry Teague 129 Emma Road, Suite A Basalt, CO 81621 Phone: (970)-927-4862

Contract Amount:

Total: \$50,000

If this Agreement requires the City to pay an amount of money in excess of \$50,000.00 it shall not be deemed valid until it has been approved by the City Council of the City of Aspen.

City Council Approval:

Date:

Resolution No.:

For the Following Project:

Professional Design Services - Red Brick Center for the Arts Interior Improvements

Exhibits appended and made a part of this Agreement:

Exhibit A: Scope of Work. Exhibit B: Fee Schedule.

The City and Professional agree as set forth below.

- 1. <u>Scope of Work</u>. Professional shall perform in a competent and professional manner the Scope of Work as set forth at **Exhibit A** attached hereto and by this reference incorporated herein.
- 2. <u>Completion</u>. Professional shall commence Work immediately upon receipt of a written Notice to Proceed from the City and complete all phases of the Scope of Work as expeditiously as is consistent with professional skill and care and the orderly progress of the Work in a timely manner. The parties anticipate that all Work pursuant to this Agreement shall be completed no later than <u>January 30, 2023</u>. Upon request of the City, Professional shall submit, for the City's approval, a schedule for the performance of Professional's services which shall be adjusted as required as the project proceeds, and which shall include allowances for periods of time required by the City's project engineer for review and approval of submissions and for approvals of authorities having jurisdiction over the project. This schedule, when approved by the City, shall not, except for reasonable cause, be exceeded by the Professional.
- 3. <u>Payment</u>. In consideration of the work performed, City shall pay Professional on a time and expense basis for all work performed. The hourly rates for work performed by Professional shall not exceed those hourly rates set forth at **Exhibit B** appended hereto. Except as otherwise mutually agreed to by the parties the payments made to Professional shall not initially exceed the amount set forth above. Professional shall submit, in timely fashion, invoices for work performed. The City shall review such invoices and, if they are considered incorrect or untimely, the City shall review the matter with Professional within ten days from receipt of the Professional's bill.
- 4. <u>Non-Assignability</u>. Both parties recognize that this Agreement is one for personal services and cannot be transferred, assigned, or sublet by either party without prior written consent of the other. Sub-Contracting, if authorized, shall not relieve the Professional of any of the responsibilities or obligations under this Agreement. Professional shall be and remain solely responsible to the City for the acts, errors, omissions or neglect of any subcontractors' officers, agents and employees, each of whom shall, for this purpose be deemed to be an agent or employee of the Professional to the extent of the subcontract. The City shall not be obligated to pay or be liable for payment of any sums due which may be due to any sub-contractor.
- 5. <u>Termination of Procurement.</u> The sale contemplated by this Agreement may be canceled by the City prior to acceptance by the City whenever for any reason and in its sole discretion the City shall determine that such cancellation is in its best interests and convenience.
- 6. <u>Termination of Professional Services</u>. The Professional or the City may terminate the Professional Services component of this Agreement, without specifying the reason therefor, by giving notice, in writing, addressed to the other party, specifying the effective date of the termination. No fees shall be earned after the effective date of the termination. Upon any termination, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, reports or other material prepared by the Professional pursuant to this Agreement shall become the property of the City. Notwithstanding the above, Professional shall not be relieved of any liability to the City for damages sustained by the City by virtue of any breach of this Agreement by the Professional, and the City may withhold any payments to the Professional for the purposes of set-off until such time as the exact amount of damages due the City from the Professional may be determined.
- 7. <u>Independent Contractor Status.</u> It is expressly acknowledged and understood by the parties that nothing contained in this agreement shall result in, or be construed as establishing an employment relationship. Professional shall be, and shall perform as, an independent Contractor who agrees to

use his or her best efforts to provide the said services on behalf of the City. No agent, employee, or servant of Professional shall be, or shall be deemed to be, the employee, agent or servant of the City. City is interested only in the results obtained under this contract. The manner and means of conducting the work are under the sole control of Professional. None of the benefits provided by City to its employees including, but not limited to, workers' compensation insurance and unemployment insurance, are available from City to the employees, agents or servants of Professional. Professional shall be solely and entirely responsible for its acts and for the acts of Professional's agents, employees, servants and subcontractors during the performance of this contract. Professional shall indemnify City against all liability and loss in connection with, and shall assume full responsibility for payment of all federal, state and local taxes or contributions imposed or required under unemployment insurance, social security and income tax law, with respect to Professional and/or Professional's employees engaged in the performance of the services agreed to herein.

Indemnification. Professional agrees to indemnify and hold harmless the City, its officers, employees, insurers, and self-insurance pool, from and against all liability, claims, and demands, on account of injury, loss, or damage, including without limitation claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with this contract, to the extent and for an amount represented by the degree or percentage such injury, loss, or damage is caused in whole or in part by, or is claimed to be caused in whole or in part by, the wrongful act, omission, error, professional error, mistake, negligence, or other fault of the Professional, any subcontractor of the Professional, or any officer, employee, representative, or agent of the Professional or of any subcontractor of the Professional, or which arises out of any workmen's compensation claim of any employee of the Professional or of any employee of any subcontractor of the Professional. The Professional agrees to investigate, handle, respond to, and to provide defense for and defend against, any such liability, claims or demands at the sole expense of the Professional, or at the option of the City, agrees to pay the City or reimburse the City for the defense costs incurred by the City in connection with, any such liability, claims, or demands. If it is determined by the final judgment of a court of competent jurisdiction that such injury, loss, or damage was caused in whole or in part by the act, omission, or other fault of the City, its officers, or its employees, the City shall reimburse the Professional for the portion of the judgment attributable to such act, omission, or other fault of the City, its officers, or employees.

9. <u>Professional's Insurance</u>.

- (a) Professional agrees to procure and maintain, at its own expense, a policy or policies of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by the Professional pursuant to Section 8 above. Such insurance shall be in addition to any other insurance requirements imposed by this contract or by law. The Professional shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to Section 8 above by reason of its failure to procure or maintain insurance, or by reason of its failure to procure or maintain insurance, or types.
- (b) Professional shall procure and maintain, and shall cause any subcontractor of the Professional to procure and maintain, the minimum insurance coverages listed below. Such coverages shall be procured and maintained with forms and insurance acceptable to the City. All coverages shall be continuously maintained to cover all liability, claims, demands, and other obligations assumed by the Professional pursuant to Section 8 above. In the case of any

claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.

- (i) Worker's Compensation insurance to cover obligations imposed by applicable laws for any employee engaged in the performance of work under this contract, and Employers' Liability insurance with minimum limits of ONE MILLION DOLLARS (\$1,000,000.00) for each accident, ONE MILLION DOLLARS (\$1,000,000.00) disease policy limit, and ONE MILLION DOLLARS (\$1,000,000.00) disease each employee. Evidence of qualified self-insured status may be substituted for the Worker's Compensation requirements of this paragraph.
- (ii) Commercial General Liability insurance with minimum combined single limits of TWO MILLION DOLLARS (\$2,000,000.00) each occurrence and THREE MILLION DOLLARS (\$3,000,000.00) aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, independent contractors, products, and completed operations. The policy shall include coverage for explosion, collapse, and underground hazards. The policy shall contain a severability of interests provision.
- (iii) Comprehensive Automobile Liability insurance with minimum combined single limits for bodily injury and property damage of not less than ONE MILLION DOLLARS (\$1,000,000.00) each occurrence and ONE MILLION DOLLARS (\$1,000,000.00) aggregate with respect to each Professional's owned, hired and non-owned vehicles assigned to or used in performance of the Scope of Work. The policy shall contain a severability of interests provision. If the Professional has no owned automobiles, the requirements of this Section shall be met by each employee of the Professional providing services to the City under this contract.
- (iv) *Professional Liability* insurance with the minimum limits of ONE MILLION DOLLARS (\$1,000,000) each claim and TWO MILLION DOLLARS (\$2,000,000) aggregate.
- (c) The policy or policies required above shall be endorsed to include the City and the City's officers and employees as additional insureds. Every policy required above shall be primary insurance, and any insurance carried by the City, its officers or employees, or carried by or provided through any insurance pool of the City, shall be excess and not contributory insurance to that provided by Professional. No additional insured endorsement to the policy required above shall contain any exclusion for bodily injury or property damage arising from completed operations. The Professional shall be solely responsible for any deductible losses under any policy required above.
- (d) The certificate of insurance provided to the City shall be completed by the Professional's insurance agent as evidence that policies providing the required coverages, conditions, and minimum limits are in full force and effect, and shall be reviewed and approved by the City prior to commencement of the contract. No other form of certificate shall be used. The certificate shall identify this contract and shall provide that the coverages afforded under the policies

shall not be canceled, terminated or materially changed until at least thirty (30) days prior written notice has been given to the City.

- (e) Failure on the part of the Professional to procure or maintain policies providing the required coverages, conditions, and minimum limits shall constitute a material breach of contract upon which City may immediately terminate this contract, or at its discretion City may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by City shall be repaid by Professional to City upon demand, or City may offset the cost of the premiums against monies due to Professional from City.
- (f) City reserves the right to request and receive a certified copy of any policy and any endorsement thereto.
- (g) The parties hereto understand and agree that City is relying on, and does not waive or intend to waive by any provision of this contract, the monetary limitations (presently \$350,000.00 per person and \$990,000 per occurrence) or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, Section 24-10-101 *et seq.*, C.R.S., as from time to time amended, or otherwise available to City, its officers, or its employees.
- 10. <u>City's Insurance</u>. The parties hereto understand that the City is a member of the Colorado Intergovernmental Risk Sharing Agency (CIRSA) and as such participates in the CIRSA Property/Casualty Pool. Copies of the CIRSA policies and manual are kept at the City of Aspen Risk Management Department and are available to Professional for inspection during normal business hours. City makes no representations whatsoever with respect to specific coverages offered by CIRSA. City shall provide Professional reasonable notice of any changes in its membership or participation in CIRSA.
- 11. <u>Completeness of Agreement</u>. It is expressly agreed that this agreement contains the entire undertaking of the parties relevant to the subject matter thereof and there are no verbal or written representations, agreements, warranties or promises pertaining to the project matter thereof not expressly incorporated in this writing.
- 12. <u>Notice</u>. Any written notices as called for herein may be hand delivered or mailed by certified mail return receipt requested to the respective persons and/or addresses listed above.
- 13. <u>Non-Discrimination</u>. No discrimination because of race, color, creed, sex, marital status, affectional or sexual orientation, family responsibility, national origin, ancestry, handicap, or religion shall be made in the employment of persons to perform services under this contract. Professional agrees to meet all of the requirements of City's municipal code, Section 15.04.570, pertaining to non-discrimination in employment.
- 14. <u>Waiver</u>. The waiver by the City of any term, covenant, or condition hereof shall not operate as a waiver of any subsequent breach of the same or any other term. No term, covenant, or condition of this Agreement can be waived except by the written consent of the City, and forbearance or indulgence by the City in any regard whatsoever shall not constitute a waiver of any term, covenant, or condition to be performed by Professional to which the same may apply and, until complete

performance by Professional of said term, covenant or condition, the City shall be entitled to invoke any remedy available to it under this Agreement or by law despite any such forbearance or indulgence.

- 15. Execution of Agreement by City. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns. Notwithstanding anything to the contrary contained herein, this Agreement shall not be binding upon the City unless duly executed by the Mayor of the City of Aspen (or a duly authorized official in his absence) following a Motion or Resolution of the Council of the City of Aspen authorizing the Mayor (or a duly authorized official in his absence) to execute the same.
- 16. Worker Without Authorization prohibited CRS §8-17.5-101 & §24-76.5-101

Purpose. During the 2021 Colorado legislative session, the legislature passed House Bill 21-1075 that amended current CRS §8-17.5-102 (1), (2)(a), (2)(b) introductory portion, and (2)(b)(III) as it relates to the employment of and contracting with a "worker without authorization" which is defined as an individual who is unable to provide evidence that the individual is authorized by the federal government to work in the United States. As amended, the current law prohibits all state agencies and political subdivisions, including the Owner, from knowingly hiring a worker without authorization to perform work under a contract, or to knowingly contract with a Consultant who knowingly hires with a worker without authorization to perform work under the contract. The law also requires that all contracts for services include certain specific language as set forth in the statutes. The following terms and conditions have been designed to comply with the requirements of this new law.

Definitions. The following terms are defined by this reference are incorporated herein and in any contract for services entered into with the Owner.

- 1. "E-verify program" means the electronic employment verification program created in Public Law 208, 104th Congress, as amended, and expanded in Public Law 156, 108th Congress, as amended, that is jointly administered by the United States Department of Homeland Security and the social security Administration, or its successor program.
- 2. "Department program" means the employment verification program established pursuant to Section 8-17.5-102(5)(c).
- 3. "Public Contract for Services" means this Agreement.
- 4. "Services" means the furnishing of labor, time, or effort by a Consultant or a subconsultant not involving the delivery of a specific end product other than reports that are merely incidental to the required performance.
- 5. "Worker without authorization" means an individual who is unable to provide evidence that the individual is authorized by the federal government to work in the United States

By signing this document, Consultant certifies and represents that at this time:

1. Consultant shall confirm the employment eligibility of all employees who are newly hired for employment to perform work under the public contract for services; and

2. Consultant has participated or attempted to participate in either the e-verify program or the department program in order to verify that new employees are not workers without authorization.

Consultant hereby confirms that:

- 1. Consultant shall not knowingly employ or contract with a worker without authorization to perform work under the Public Contract for Services.
- 2. Consultant shall not enter into a contract with a subconsultant that fails to certify to the Consultant that the subconsultant shall not knowingly employ or contract with a worker without authorization to perform work under the Public Contract for Services.
- 3. Consultant has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under the public contract for services through participation in either the e-verify program or the department program.
- 4. Consultant shall not use the either the e-verify program or the department program procedures to undertake pre-employment screening of job applicants while the Public Contract for Services is being performed.

If Consultant obtains actual knowledge that a subconsultant performing work under the Public Contract for Services knowingly employs or contracts with a worker without authorization, Consultant shall:

- 1. Notify such subconsultant and the Owner within three days that Consultant has actual knowledge that the subconsultant is employing or subcontracting with a worker without authorization: and
- 2. Terminate the subcontract with the subconsultant if within three days of receiving the notice required pursuant to this section the subconsultant does not stop employing or contracting with the worker without authorization; except that Consultant shall not terminate the Public Contract for Services with the subconsultant if during such three days the subconsultant provides information to establish that the subconsultant has not knowingly employed or contracted with a worker without authorization.

Consultant shall comply with any reasonable request by the Colorado Department of Labor and Employment made in the course of an investigation that the Colorado Department of Labor and Employment undertakes or is undertaking pursuant to the authority established in Subsection 8-17.5-102 (5), C.R.S.

If Consultant violates any provision of the Public Contract for Services pertaining to the duties imposed by Subsection 8-17.5-102, C.R.S. the Owner may terminate this Agreement. If this Agreement is so terminated, Consultant shall be liable for actual damages to the Owner arising out of Consultant's violation of Subsection 8-17.5-102, C.R.S.

It is agreed that neither this agreement nor any of its terms, provisions, conditions, representations or covenants can be modified, changed, terminated or amended, waived, superseded or extended except by appropriate written instrument fully executed by the parties.

If any of the provisions of this agreement shall be held invalid, illegal or unenforceable it shall not affect or impair the validity, legality or enforceability of any other provision.

17. Warranties Against Contingent Fees, Gratuities, Kickbacks and Conflicts of Interest.

- (a) Professional warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Professional for the purpose of securing business.
- (b) Professional agrees not to give any employee of the City a gratuity or any offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to this Agreement, or to any solicitation or proposal therefore.
- (c) Professional represents that no official, officer, employee or representative of the City during the term of this Agreement has or one (1) year thereafter shall have any interest, direct or indirect, in this Agreement or the proceeds thereof, except those that may have been disclosed at the time City Council approved the execution of this Agreement.
- (d) In addition to other remedies it may have for breach of the prohibitions against contingent fees, gratuities, kickbacks and conflict of interest, the City shall have the right to:
 - 1. Cancel this Purchase Agreement without any liability by the City;
 - 2. Debar or suspend the offending parties from being a Professional, contractor or subcontractor under City contracts;
 - 3. Deduct from the contract price or consideration, or otherwise recover, the value of anything transferred or received by the Professional; and
 - 4. Recover such value from the offending parties.
- 18. <u>Fund Availability</u>. Financial obligations of the City payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted and otherwise made available. If this Agreement contemplates the City utilizing state or federal funds to meet its obligations herein, this Agreement shall be contingent upon the availability of those funds for payment pursuant to the terms of this Agreement.

19. General Terms.

(a) It is agreed that neither this Agreement nor any of its terms, provisions, conditions, representations or covenants can be modified, changed, terminated or amended, waived, superseded or extended except by appropriate written instrument fully executed by the parties.

- (b) If any of the provisions of this Agreement shall be held invalid, illegal or unenforceable it shall not affect or impair the validity, legality or enforceability of any other provision.
- (c) The parties acknowledge and understand that there are no conditions or limitations to this understanding except those as contained herein at the time of the execution hereof and that after execution no alteration, change or modification shall be made except upon a writing signed by the parties.
- (d) This Agreement shall be governed by the laws of the State of Colorado as from time to time in effect. Venue is agreed to be exclusively in the courts of Pitkin County, Colorado.
- 20. <u>Electronic Signatures and Electronic Records</u> This Agreement and any amendments hereto may be executed in several counterparts, each of which shall be deemed an original, and all of which together shall constitute one agreement binding on the Parties, notwithstanding the possible event that all Parties may not have signed the same counterpart. Furthermore, each Party consents to the use of electronic signatures by either Party. The Scope of Work, and any other documents requiring a signature hereunder, may be signed electronically in the manner agreed to by the Parties. The Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic documents, or a paper copy of a document bearing an electronic signature, on the grounds that it is an electronic record or electronic signature or that it is not in its original form or is not an original.
- 20. <u>Successors and Assigns</u>. This Agreement and all of the covenants hereof shall inure to the benefit of and be binding upon the City and the Professional respectively and their agents, representatives, employee, successors, assigns and legal representatives. Neither the City nor the Professional shall have the right to assign, transfer or sublet its interest or obligations hereunder without the written consent of the other party.
- 21. <u>Third Parties</u>. This Agreement does not and shall not be deemed or construed to confer upon or grant to any third party or parties, except to parties to whom Professional or City may assign this Agreement in accordance with the specific written permission, any right to claim damages or to bring any suit, action or other proceeding against either the City or Professional because of any breach hereof or because of any of the terms, covenants, agreements or conditions herein contained.
- 22. <u>Attorney's Fees</u>. In the event that legal action is necessary to enforce any of the provisions of this Agreement, the prevailing party shall be entitled to its costs and reasonable attorney's fees.
- 23. <u>Waiver of Presumption</u>. This Agreement was negotiated and reviewed through the mutual efforts of the parties hereto and the parties agree that no construction shall be made or presumption shall arise for or against either party based on any alleged unequal status of the parties in the negotiation, review or drafting of the Agreement.
- 24. <u>Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion</u>. Professional certifies, by acceptance of this Agreement, that neither it nor its principals is presently

debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in any transaction with a Federal or State department or agency. It further certifies that prior to submitting its Bid that it did include this clause without modification in all lower tier transactions, solicitations, proposals, contracts and subcontracts. In the event that Professional or any lower tier participant was unable to certify to the statement, an explanation was attached to the Bid and was determined by the City to be satisfactory to the City.

- 25. <u>Integration and Modification</u>. This written Agreement along with all Contract Documents shall constitute the contract between the parties and supersedes or incorporates any prior written and oral agreements of the parties. In addition, Professional understands that no City official or employee, other than the Mayor and City Council acting as a body at a council meeting, has authority to enter into an Agreement or to modify the terms of the Agreement on behalf of the City. Any such Agreement or modification to this Agreement must be in writing and be executed by the parties hereto.
- 26. <u>Authorized Representative</u>. The undersigned representative of Professional, as an inducement to the City to execute this Agreement, represents that he/she is an authorized representative of Professional for the purposes of executing this Agreement and that he/she has full and complete authority to enter into this Agreement for the terms and conditions specified herein.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement of which shall be deemed an original on the date first written above.

CITY OF ASPEN, COLORADO:	PROFESSIONAL:
	to of carre
[Signature]	COA9E12BBA214B9 [Signature]
By:	By: Henry B. Teague
[Name]	[Name]
Title:	Title: president
Date:	Date: 6/10/2022 9:42:11 AM PDT
Approve as to Form:	
City Attorney	

General Conditions and Special Conditions can be found on City of Aspen Website.

https://www.cityofaspen.com/497/Purchasing



MEMORANDUM

TO: Mayor Torre and Aspen City Council

FROM: Pete Rice, P.E., Deputy City Engineer and Lynn Rumbaugh, TDM-CP,

Mobility Division Manager

THROUGH: Trish Aragon, P.E., City Engineer and Scott Miller, Director of

Public Works

MEETING DATE: July 12, 2022

RE: Resolution 2022-086: Draft Memorandum of Understanding Regarding

Roaring Fork Transportation Authority 2023-2028 Regional Bikeshare

Services

SUMMARY:

Staff requests that Aspen City Council approve Resolution 086 of 2022, authorizing the City Manager to sign the attached Draft Memorandum of Understanding Regarding Roaring Fork Transportation Authority 2023-2028 Regional Bikeshare Services. This multi-party Memorandum of Understanding includes RFTA, the City of Aspen, Town of Basalt, Town of Carbondale, City of Glenwood Springs, Town of Snowmass Village, Pitkin County and Eagle County and outlines the governance of regional bikeshare services as approved by the RFTA Board of Directors in May of 2022. Approval of the draft MOU will replace the annual service between the City of Aspen and WE-cycle.

PREVIOUS COUNCIL ACTION:

Aspen City Council has supported WE-cycle bikesharing since 2010 as a means of improving mobility and livability within the community. This support has taken numerous forms including:

- provision of the use of public right-of-way and/or parking spaces for station placement;
- funding support via use of Congestion Mitigation Air Quality and TDM Innovation grants; and
- establishment and funding of a contract for annual services.

Background:

WE-cycle, a 501(c)3 organization, launched in Aspen in 2013. Currently, the City of Aspen contracts directly with WE-cycle for the operation of local bikeshare services. The organization has grown to include service in Snowmass Village and the Mid-Valley (Basalt, Willits, El Jebel), with a total of 284 bikes located at 50 stations. WE-cycle's Aspen system currently features 27 stations, 5 of them solar-powered e-charging stations and 145 bikes, 26 of them electric. Utilizing City CMAQ funding, an expansion of station locations and/or station size was implemented this season.

Recognizing bikesharing's potential as a first/last mile service, RFTA included an expansion of WE-cycle service in its Destination 2040 plan. Passed by voters in 2018, Destination 2040 commits over \$1.2 million in capital and approximately \$583,000 in annual operating funds for the purpose of growing bikeshare programs. To determine the best path for this bikeshare expansion, RFTA hired a consultant team to lead a comprehensive Roaring Fork Valley Regional Bikeshare Study that included a Technical Advisory Committee, public outreach and extensive governance, financial and operational modeling.

The study concluded that RFTA should formalize a Service Operating Agreement (SOA) with WE-cycle to operate and expand existing bikeshare programming and to expand it to new communities. This concept was approved by the RFTA Board of Directors in May of 2022. RFTA requests the City's approval of the draft MOU at this time to allow RFTA to proceed with planning elements for 2023.

Discussion:

Within this new paradigm, RFTA's role will be that of the principal financial supporter of bikesharing as well as the leader of regional contracting and funding efforts. WE-cycle will continue to lead planning and coordination with jurisdictions and operate service. Jurisdictions will continue to lead local planning efforts as well as participate in the funding of capital and operations for local systems.

For the City of Aspen, this means that beginning in 2023, local bikeshare services will be obtained via the Memorandum of Understanding with RFTA rather than through a direct contract with WE-cycle.

The Transportation Fund will still need to budget for annual bikeshare services based upon a cost sharing model with RFTA. Specifically, RFTA will provide 80% of funding for new capital and capital replacement, 100% of funding for regional shared operating costs, system planning, start-up operations, and start-up or expansion equipment. Local jurisdictions will be required to provide a 20% local match on new capital and capital replacement and pay 100% of the operating costs for local service in their jurisdiction. These costs can be reduced through in-kind contributions, reduced service levels, and access to RFTA's new First/Last Mile grant Mobility Reserve.

As part of the bikeshare study, the consultant team created a recommended service plan for each community. These recommendations were developed utilizing best practices and community input. The recommendation for the City of Aspen includes an expansion to the Burlingame/Buttermilk vicinity. By approving this draft MOU, Council is agreeing to the form of a cost sharing and governance model for bikeshare. The recommended plan for expansion to Burlingame will be discussed with Council further at an August 22nd work session.

FINANCIAL IMPLICATIONS:

The draft MOU outlines the costs associated with the recommended 2023 work plan and system expansion as detailed on page 5 of Attachment A. This model does increase City's cost for 2023 bike share services based on the recommended addition of service to the Burlingame area. Specifically, impacts to the City's operational cost are just under \$9,000.00 which may be absorbed in the 2023 Transportation budget through work plan adjustments. Additionally, the proposed station expansion would cost the City approximately \$45,000.00 in capital for which staff is currently seeking grant funding via the First/Last Mile grant program and other sources. The plan/expansion will be discussed further and can be modified at an August 22nd work session for Council discussion and approval.

RECOMMENDATION:

Staff recommends that Council approve Resolution 086 of 2022, authorizing the City Manager to sign the Draft Memorandum of Understanding Regarding Roaring Fork Transportation Authority 2023-2028 Regional Bikeshare Services. This agreement will secure the WE-cycle system by providing predictable financial support from RFTA. It will also create a favorable cost sharing model within which the City of Aspen may maintain and expand its existing bikeshare services. Staff will return in August to further review the recommended expansion plan.

ATTACHMENTS:

Attachment A: Background Memo from Dan Blankenship, RFTA CEO

Attachment B: Resolution #086 of 2022

Attachment C: Draft 2023-2028 Regional Bikeshare Memorandum of Understanding

RESOLUTION NO. 086

Series of 2022

A RESOLUTION OF THE CITY OF ASPEN, COLORADO, APPROVING A
DRAFT MEMORANDUM OF UNDERSTANDING REGARDING ROARING FORK
TRANSPORTATION AUTHORITY 2023-2028 BIKESHARE SERVICES
AND AUTHORIZING THE CITY MANAGER TO EXECUTE SAID DOCUMENT ON
BEHALF OF THE CITY OF ASPEN, COLORADO.

WHEREAS, the City of Aspen seeks to reduce traffic congestion and improve air quality utilizing Transportation Demand Management measures; and

WHEREAS the City of Aspen supports the provision of First/Last Mile services such as bikesharing to provide connections to transit and reduce traffic congestion related to trips of short duration; and

WHEREAS the City of Aspen, as a partner of the Roaring Fork Transportation Authority, supports RFTA's Destination 2040 work plan including the expansion of regional bikeshare services detailed in the DRAFT MEMORANDUM OF UNDERSTANDING REGARDING ROARING FORK TRANSPORTATION AUTHORITY 2023-2028 BIKESHARE SERVICES which is annexed hereto and made a part thereof;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ASPEN, COLORADO:

That the City Council of the City of Aspen hereby approves the Draft Memorandum of Understanding Regarding Roaring Fork Transportation Authority 2023-2028 Bikeshare Services, a copy of which is annexed hereto and incorporated herein, and does hereby authorize the City Manager of the City of Aspen to execute said agreement on behalf of the City of Aspen.

of July 2022.	
To	orre, Mayor
I, Nicole Henning, duly appointed and ac	eting City Clerk do certify that the foregoing is a true
and accurate copy of that resolution adopted by the	he City Council of the City of Aspen, Colorado, at a
meeting held on the day hereinabove stated.	
<u> </u>	
Ni	icole Henning, City Clerk



Memorandum

To: Mayor and City Council, City of Aspen

From: Dan Blankenship, Chief Executive Officer, Roaring Fork Transportation Authority

Subject: Conditional Approval of "Draft" Roaring Fork Transportation Authority 2023 –

2028 Regional Bikeshare Memorandum of Understanding (MOU)

Date: June 27, 2022

Background:

Studies examining local traffic congestion have demonstrated that approximately one-third of all peak hour traffic in Glenwood Springs and in Aspen is caused by short, intra-city trips. According to national studies, approximately 40% of all personal trips are two miles or less in length. RFTA believes that these types of trips could best be addressed by the development of First and Last Mile Mobility (FLMM) strategies, such as bikesharing.

WE-cycle, the Roaring Fork Valley's bikesharing system, has capitalized on this short trip-making behavior. Following its inception in Aspen in 2013, bikesharing increased in Aspen significantly prior to COVID-19 and now appears to be rebounding. The WE-cycle bikeshare system was subsequently implemented in the Basalt, Willits, and the El Jebel (Mid-Valley) areas as well as in the Town of Snowmass Village.

WE-cycle is a not for profit organization and, until 2022, the sole owner and operator of the existing bikeshare system. This year, WE-cycle has entered into a public-private partnership with the Roaring Fork Transportation Authority (RFTA) and participating local jurisdictions in preparation for possible bikeshare expansion in Aspen, the Mid-Valley, and Carbondale in 2023 and Glenwood Springs in 2024. Although WE-cycle anticipates generating nearly \$200,000 per year in sponsorship revenue, continued and increased public sector support are expected to be essential for the long-term expansion and sustainability of region bikesharing services.

In November 2018, voters approved Roaring Fork Transportation Authority (RFTA) Ballot Issue 7A, which levied a 2.65 mill property tax within the eight jurisdictions that are members of RFTA. The RFTA property tax is expected to generate approximately \$10 million in annual

revenue, designated for the <u>Destination 2040 program of operational and capital improvements</u>. Among these improvements is the expansion of the WE-cycle bikesharing program to serve Carbondale and Glenwood Springs, where no bikeshare currently exists. Campaign literature also indicated that Destination 2040 funding would be used for bikeshare expansion in Aspen and Basalt, however, expansion for them was expected to be more modest because WE-cycle had been operating bikeshare systems in these communities for several years. (https://www.rfta.com/wp-content/uploads/2019/01/e2_factsheet.pdf).

Regional Bikeshare Expansion was included in the Destination 2040 Plan for the following reasons:

- ✓ In 2018, almost half of the Roaring Fork Valley WE=cycle Bike Share system was already in place in Aspen, Basalt, and El Jebel the gaps were in Carbondale and Glenwood Springs.
- ✓ Filling the gaps and augmenting the existing WE-cycle Bike Share system would incentivize regional FLMM access to RFTA BRT stations, potentially reduce vehicular traffic and demand for RFTA bikes on buses, and be significantly less expensive than:
 - ✓ Operating circulator services throughout the region
 - ✓ Constructing additional park and ride spaces throughout the region

In the runup to the November 2018 election, the region's voters were told the following about the Bikeshare Expansion Plan:

E2- Bike Share Expansion Description: RFTA intends to increase mobility and better address "first and last mile" connectivity issues surrounding BRT stations by expanding the We-Cycle bike share system to Carbondale and Glenwood Springs, and by increasing the level of bike share service in Aspen and Basalt.

The continued expansion of this system will help make bike sharing more widespread and frequent. Project Cost Estimate: \$1,270,750 plus \$550,000 annual O&M

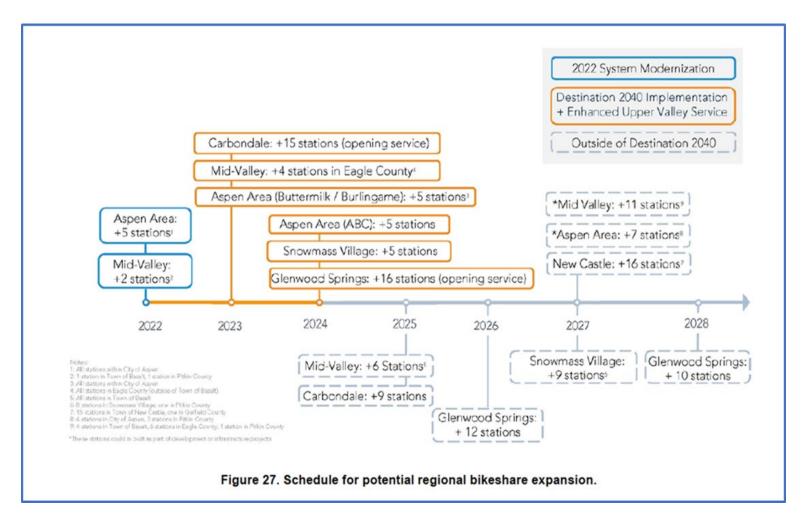
Special Considerations: The cost of the We-Cycle expansion project is weighted heavily towards the purchase of capital equipment and to R&M expenses. Construction costs of the facilities are relatively minor. RFTA needs to establish a site for operations and for storage and maintenance of equipment, particularly as the system expands.

In December 2020, in order to acquire a more comprehensive understanding of the potential regional bikeshare system requirements, RFTA selected Toole Design to develop a regional bikeshare infrastructure, funding, and governance structure plan. In May 2022, the Roaring Fork Valley Regional Bikeshare Plan was completed and it includes "draft" phased bikeshare system expansion plans for each community (see Chart A, on the following page). The plan was

unanimously adopted by the RFTA Board of Directors by means of <u>RFTA Resolution 2022 - 11</u>. Among other things, the resolution stated the following:

- 1. The Roaring Fork Valley Regional Bikeshare Plan is hereby adopted in order to serve as a flexible roadmap for the phased implementation of expanded regional bikeshare services.
- 2. The RFTA CEO or the CEO's designee, is authorized, to develop, negotiate, finalize, and, execute the Service Operating Agreement (SOA with WE-cycle) and MOU (with participating jurisdictions) subject to approval as to form by the RFTA General Council, contingent upon the requisite funding being appropriated each year by RFTA and its jurisdictional partners in the amounts and for the purposes set forth in the SOA and MOU.

Chart A



RFTA Request of the Aspen City Council:

RFTA is seeking conditional approval by the Aspen City Council of the <u>"Draft" Roaring Fork Transportation Authority 2023 – 2028 Regional Bikeshare Memorandum of Understanding (MOU).</u> Conditional approval of the MOU is being sought for the following reasons:

- 1. Over the next few months the MOU will be shared with the other prospective jurisdictional partners and it may undergo additional revisions. The revisions are not expected to be substantive and, most likely, would not significantly impact the City's "draft" 2023 Regional Bikeshare Services Annual Scope of Work or its "draft" local cost share as reflected in Exhibit 2, Page 1, Chart 3 of the MOU.
- 2. It is anticipated that the City Council will be provided with another opportunity later in the summer to discuss the specifics of the "draft" 2023 Scope of Work, as it pertains to the City of Aspen. Then, when the MOU has been finalized, it will be provided again to the City Council for final review and execution. RFTA hopes, however, if subsequent revisions do not represent major changes from the draft MOU currently under consideration, that the Mayor or City Manager would be authorized, by the conditional approval being requested, to execute the MOU without the need for additional City Council review.
- 3. Although the City's Scope of Work and budget may change based upon subsequent discussions with the City Council, an early indication of adoption of the MOU by the City of Aspen will help to build needed momentum and facilitate adoption by other parties to the MOU. This will enable WE-cycle and RFTA to more easily finalize details related to equipment purchases and service planning for the 2023 bikeshare season.

Key City of Aspen Provisions of the "Draft" MOU:

- 1. Aspen "Draft" Scope of Work: The "Draft" 2023 Regional Bikeshare Services Annual Scope of Work envisions that the City of Aspen's system could receive the bikeshare services and system upgrades indicated below. Of note, direction on this possible expansion is not being requested at this time but the vision is being provided for context of what the Regional Bikeshare Plan recommends in 2023 to enhance and improve the City of Aspen's bikeshare network. The specifics of this opportunity will be presented for discussion at a meeting later this summer.
 - A. Continued operation of existing services per agreed-upon levels of service inclusive of 27 stations, 326 docking points, 119 pedal bikes, and 26 e-bikes, and replacement of worn or obsolete existing parts and equipment.
 - B. Plan, install, and operate 5 new stations, 61 new docking points, 5 new pedal bikes, and 20 new e-bikes, intended to expand bikeshare service to the western portions of the City of Aspen inclusive of Buttermilk and Burlingame.

- C. Equipment for implementing this potential 2023 service expansion to Buttermilk and Burlingame areas will need to be ordered no later than September of 2022 in order to be delivered for the spring of 2023. RFTA plans to cover 100% of the 50% deposit on this equipment, so the City of Aspen would not need to make any funds available for this potential expansion in 2022. If the City is inclined to extend bikeshare services to the most westerly portions of the City of Aspen in 2023, RFTA would appreciate a strong indication from the City before the MOU is finalized, that barring any unforeseen circumstances, it will sign on to the MOU.
- 2. <u>Aspen "Draft" 2023 Direct Local Operation, Capital, and Capital Replacement Costs</u>

 <u>Estimate:</u> The total estimated cost of implementing the aforementioned 2023 Scope of Work for the City of Aspen is approximately \$962,200, with the City's share of this amount totaling approximately \$221,100 (see Chart B, below). This compares with the City's local bikeshare investment in 2022 of approximately \$159,600.

		Cha	rt B							
							G	_		
							Local Ops/Total]		
	А	В	С	D	E	F	29%	Н	I	J
									Percent of	
			RFTA Existing		Net WE-cycle	Net EOTC	Direct Local		Total	
			WE-cycle		Indirect	Indirect	Operation /		Regional	
		RFTA Indirect	Funding		Operation	Operation	Capital / Capital		Operations	Variance to
3	Aspen Bikeshare System	Operation Share	Commitment	Net RFTA Share	Share	Share	Replacement	Total	Costs	Station %
а	Aspen Operations	\$ 217,592	\$ 78,280	\$ 295,872	\$ 76,632	\$ 41,200	\$ 168,495	\$ 582,199	41%	1%
b	Aspen Planning	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
d	Aspen Startup Operations	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
c	Aspen Capital	\$ -	\$ -	\$ 181,600	\$ -	\$ -	\$ 45,400	\$ 227,000		
е	Aspen Startup Equipment	\$ -	\$ -	\$ 117,000	\$ -	\$ -	\$ -	\$ 117,000		
f	Aspen Capital Replacement	\$ -	\$ -	\$ 28,800	\$ -	\$ -	\$ 7,200	\$ 36,000		
g	Total Aspen	\$ 217,592	\$ 78,280	\$ 623,272	\$ 76,632	\$ 41,200	\$ 221,095	\$ 962,199		

3. <u>Aspen 2023 – 2028 "Draft" Bikeshare Financial Forecast:</u> After an initial capital investment for additional bikeshare expansion equipment in 2023, the City's total annual costs are projected to decline by approximately \$40,000 per year in 2024, increasing by inflation each year for the remainder of the 2023 – 2028 Term of the MOU (see Chart C, below).

Chart C

<u>Aspen</u>		2023	2024	2025	2026	2027	2028	2029	Total
Capital Funding Need		\$ 52,609	\$ 7,351	\$ 7,571	\$ 11,228	\$ 14,051	\$ 14,472	\$ 14,906	\$ 122,187
Operating Funding Need		\$ 168,495	\$ 173,550	\$ 178,756	\$ 184,119	\$ 189,643	\$ 195,332	\$ 201,192	\$ 1,291,087
Subtotal		\$ 221,104	\$ 180,901	\$ 186,328	\$ 195,347	\$ 203,693	\$ 209,804	\$ 216,098	\$ 1,413,275
	Funding								
	Existing Funding	\$ 155,489	\$ 160,153	\$ 164,958	\$ 169,907	\$ 175,004	\$ 180,254	\$ 185,662	\$ 1,191,427
	Additional or Surplus Funding	\$ 65,615	\$ 20,747	\$ 21,370	\$ 25,440	\$ 28,689	\$ 29,550	\$ 30,437	\$ 221,848
	Aspen Subtotal	\$ 221,104	\$ 180,901	\$ 186,328	\$ 195,347	\$ 203,693	\$ 209,804	\$ 216,098	\$ 1,413,275

4. <u>The Regional Bikeshare Services Cost-Sharing Matrix</u> is reflected on Chart D, below. Jurisdictional partners will be asked to pay 100% of Local Direct Operation Costs and 20% of Capital and Capital Replacement Costs.

Chart D

Regional Bikeshare Services Cost-Sharing Matrix

Item	RFTA	Local
Operation Costs		
Regional Indirect Operation Costs Funded by RFTA, WE-cycle, and EOTC	100%	0%
Local Direct Operation Costs Funded by Jurisdictions	0%	100%
Local Startup Operation Costs	100%	0%
System Planning	100%	0%
Capital		
Capital	80%	20%
Capital Replacement	80%	20%
Startup Equipment	100%	0%

^{*} The combination of RFTA, WE-cycle, and EOTC funding will be distributed to each participating jurisdiction based on the percentage of stations that each community's stations represent of total regional stations.

5. **RFTA First/Last Mile Mobility Reserve Supplemental Funding.** In 2021, RFTA established a First/Last Mile Mobility Reserve to support member jurisdictions in implementing first/last mile mobility solutions. RFTA believes this funding should be used to fund bikeshare expansion and not replace existing funding for bikeshare services. The City of Aspen may apply for these funds if needed. The "draft" MOU states: "In the event that any of the Parties is unable to commit its share of the funding for Bikeshare Services, such party can apply for supplemental funding from the RFTA First/Last Mile Mobility Reserve (FLMM), which requires a fifty percent (50%) local match. RFTA, however, reserves the right to approve, deny, or modify such supplemental funding requests on a case-by-case basis, depending on the circumstances. For 2023, FLMM Reserve grant applications are due by August 1, 2022. Follow these links to the FLMM Application and RFTA FLMM Funding Program Guidelines."

Conclusion: RFTA and WE-cycle are committed to the development, deployment, and operation, of a robust and well-utilized regional bikeshare system. RFTA believes that in order for bikeshare to realize its full potential to build ridership, and reduce traffic congestion and greenhouse gas emissions, gaps in the regional bikeshare system must be filled. RFTA is doing a great deal to help make expanded bikeshare systems available and affordable for its regional partners, and it sincerely hopes that the City of Aspen will agree to join with RFTA, WE-cycle, and other regional partners in advancing this exciting environmentally friendly effort.

MEMORANDUM OF UNDERSTANDING REGARDING

ROARING FORK TRANSPORTATION AUTHORITY 2023 - 2028 REGIONAL BIKESHARE SERVICES

This Memorandum of Understanding ("MOU") is entered into between the following entities:

The City of Aspen, Colorado
The Town of Basalt, Colorado
The Town of Carbondale, Colorado
The County of Eagle, Colorado
The City of Glenwood Springs, Colorado
The County of Pitkin, Colorado
The Roaring Fork Transportation Authority, (RFTA)
The Town of Snowmass Village, Colorado

(collectively, the "Parties") in order to set forth the terms and conditions of their cooperative provision, administration, and funding of regional "Bikeshare Services" for calendar years 2023 - 2028. This MOU is effective as of January 1, 2023, regardless of the dates on which it is signed.

RECITALS

WHEREAS, pursuant to title 43, article 4, part 6, Colorado Revised Statutes, as amended, Colorado counties and municipalities are authorized to establish, by contract, regional transportation authorities, which are authorized to finance, construct, operate and maintain regional transportation systems; and

WHEREAS, pursuant to Title 29, Article 1, Part 2, C.R.S., as amended, and article XIV, Section 18 of the Colorado Constitution, governments may contract with one another to provide any function, service or facility lawfully authorized to each of the contracting units and any such contract may provide for the joint exercise of the function, service or facility, including the establishment of a separate legal entity to do so; and

WHEREAS, Section 602 (b) of the RFTA IGA states that "the Authority may enter into contracts with any Member or other person or entity for the provision of transit services in the manner and subject to the terms of such contracts; and

WHEREAS, Section 602 (c) of the RFTA IGA states that "the Authority shall provide regional transportation planning services needed to plan and direct Authorized Transportation Projects; and

WHEREAS, it was envisioned in RFTA's Destination 2040 Plan, which served as the basis for RFTA's regional 2.65 mill property tax measure 7A that was approved by voters on November 8, 2018, that RFTA would develop, implement, and provide expanded regional Bikeshare Services in communities throughout the State Highway 82 corridor; and

WHEREAS, the Destination 2040 Plan approved by voters in November 2018 designated \$1.271 million in capital funding and \$583,000 in annual operating funding (increasing by 3% per year) for the expansion of regional Bikeshare Services in Aspen, Basalt/El Jebel, Carbondale, and Glenwood Springs; and

WHEREAS, in the 2019 RFTA Strategic Plan, the RFTA Board of Directors (the RFTA Board) established Accessibility and Mobility Strategic Outcome 2.0 that states, "RFTA will provide accessible, effective, and easy to use mobility options that connect our region for all user types;" and

WHEREAS, RFTA Smart Objective 2.4 states, "Provide increased first and last mile options for customers throughout service area;" and

WHEREAS, an expanded regional bikeshare system will help RFTA achieve Strategic Outcome 2.0 and Smart Objective 2.4; and

WHEREAS, prior to the implementation of expanded regional Bikeshare Services, RFTA determined it was advisable to develop the Roaring Fork Valley Regional Bikeshare Plan, which also includes the Towns of Snowmass Village and New Castle, in order to more fully understand regional bikeshare system requirements in terms of equipment, staffing, financing, phasing, and governance structure; and

WHEREAS, the Roaring Fork Valley Regional Bikeshare Plan (incorporated herein and made a part hereof) sets forth a multi-year phased implementation plan for the City of Aspen, Pitkin County, the Town of Basalt, the unincorporated El Jebel area of Eagle County, the Town of Carbondale, and the City of Glenwood Springs, and also includes the Towns of Snowmass Village and New Castle (which were not included in the designated Destination 2040 bikeshare expansion funding); and

WHEREAS, the total estimated cost of implementing all phases of the Roaring Fork Valley Regional Bikeshare Plan as set forth on the 2023 - 2028 Regional Bikeshare Planned Scope of Work ("2023 – 2028 Scope of Work") incorporated herein and attached as Exhibit 1A, exceeds the funding designated in the Destination 2040 plan for regional bikeshare expansion and will require additional resources to implement; and

WHEREAS, WE-cycle is a Colorado nonprofit corporation and an established bikeshare provider that since 2013 has been operating bikeshare systems on a seasonal basis in the City of

Aspen, the Town of Basalt, the unincorporated area of Eagle County, and the Town of Snowmass Village; and

WHEREAS, the Destination 2040 Plan, as well as in the Roaring Fork Valley Regional Bikeshare Plan, envisions that WE-cycle should be the lead planner and provider of not only the existing Bikeshare Services but, also, the expanded regional Bikeshare Services, pursuant to a multi-year 2023 - 2028 Service Operating Agreement (SOA) between WE-cycle and RFTA; and

WHEREAS, pursuant to the 2023 - 2028 SOA for Regional Bikeshare Services between WE-cycle and the Roaring Fork Transportation Authority, WE-cycle has been designated as RFTA's regional Bikeshare Services lead agency, planner and provider and has agreed to operate the regional Bikeshare Services in years 2023 - 2028; and

WHEREAS, the Roaring Fork Valley Regional Bikeshare Plan is intended to serve as a flexible roadmap to assist RFTA, WE-cycle, and the participating jurisdictional partners with the phased implementation and operation of regional Bikeshare Services, recognizing that the details associated with implementation and operation may vary from the Roaring Fork Regional Bikeshare Plan from year-to-year for a wide variety of reasons, not the least of which is available revenue; and

WHEREAS, RFTA and the participating jurisdictional partners are governmental entities, that must appropriate funding for the implementation and operation of regional Bikeshare Services from year-to-year, and such funding may vary from the amounts and phasing contemplated by the Roaring Fork Valley Regional Bikeshare Plan; and

WHEREAS, in the Roaring Fork Valley Regional Bikeshare Plan the preferred governance structure for implementing and providing regional Bikeshare Services should be by means of a Multi-Party Memorandum of Understanding (MOU) between RFTA and the participating jurisdictions; and

WHEREAS, each year from 2023 - 2028, the relevant MOU and SOA Exhibits will be updated during the annual budget cycles of RFTA, WE-cycle, and the participating jurisdictions, for the upcoming year; and

WHEREAS, prior to each year of this MOU (2023 - 2028), Exhibit 1B and Exhibit 2 of this MOU, will be completed so as to set forth the Regional Bikeshare Services Annual Scope of Work and Regional Bikeshare Cost-Sharing Methodology for the RFTA regional Bikeshare Services for the upcoming year.

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein, the Parties set forth the following as a Memorandum of Understanding:

1. <u>Incorporation of Recitals.</u> The foregoing Recitals are incorporated as if set forth in full.

- 2. <u>Purpose of this MOU</u>. The purpose of this MOU is to define the terms and conditions by which the Parties will collectively provide, administer and fund Bikeshare Services for calendar years 2023 2028.
- 3. <u>Term of MOU.</u> This MOU shall have an Effective Date of January 1, 2023, and remain in effect through December 31, 2028, subject to annual written renewal and appropriation by the Parties to this MOU.
- 4. <u>Bikeshare Services</u>. Each year that this MOU remains in effect, the Parties agree that they will cooperate together to provide the Bikeshare Services described in the Regional Bikeshare Services Annual Scope of Work found on Exhibit 1<u>B</u>. The Parties also agree to appropriate their shares of the cost of Bikeshare Services according to the Regional Bikeshare Cost-Sharing Methodology for years 2023 2028 that will be set forth each year on Exhibit 2, Pages 1 5. In addition, the Parties agree to assist WE-cycle in planning for the operation of Bikeshare Services and siting the locations of stations within their jurisdictions and in obtaining or providing any necessary permits for that purpose that are required in their communities. See Exhibit 3 for a list of Recommended Cooperative Responsibilities and Expectations of the Parties to this MOU.

5. **Definitions.**

- A. **Indirect Regional Operation Costs**: Prior to the beginning of Bikeshare Services in any year, WE-cycle will submit to RFTA a budget for total Indirect Regional Operation Costs. RFTA, WE-cycle, and EOTC revenue (if appropriated each year) will be used to defray 100% of Indirect Regional Operation Costs by allocating such revenue to each of the participating communities based on the percentage that each participating community's bikeshare stations represent of total regional bikeshare stations (see Exhibit 2, Pages 1 3, Charts 1 9). Each year this MOU is in effect (2023 2028), the total of annual Indirect Regional Operation Revenue for Bikeshare Services will be set forth on Exhibit 2, Page 5, Chart 15.
- B. **Direct Local Operation Costs**: Prior to the beginning of Bikeshare Services in any year, WE-cycle will submit budgets to RFTA and each of the participating Parties for Direct Local Operation Costs. Each year that this MOU is in effect, WE-cycle's estimated annual Direct Local Operation Cost for each of the jurisdictions that are Parties to this MOU will be found on Exhibit 2, Pages 1 3, Charts 3 9, Column G, Line a. The total local share of Direct Local Operation Costs for all jurisdictions that are Parties to this MOU is one hundred percent (100%), as reflected on Chart A, below.
- C. **Planning Costs**: These are expenses incurred by WE-cycle for planning system startups and/or major modifications of existing systems. System Planning costs will be assigned to the jurisdictions that receive them, however, as reflected on Chart A, below, RFTA's share of the Planning Costs is one hundred percent (100%).

- D. Local Startup Operation Costs: These are operational expenses that are required prior to the initiation of Bikeshare Services in communities that currently do not have them. The expenses are for items such as: rent, utilities, office equipment, tools, parts, and supplies, etc. As reflected on Chart A, below, RFTA's share of Local Startup Operation Costs is one hundred percent (100%).
- E. Capital Costs: These are expenditures for new bikeshare capital equipment that will be used in the jurisdictions of the Parties to this MOU. Each year that this MOU is in effect, the total Local Capital Cost for each of the jurisdictions that are Parties to this MOU can be found on Exhibit 2, Pages 1 3, Charts 3 9, Column G, Line d. As reflected on Chart A, below, Capital Costs will be shared eighty percent (80%) by RFTA and twenty percent (20%) by the jurisdictional Parties for equipment purchased specifically for their jurisdictions.
- F. Capital Replacement Costs: These are expenditures needed to replace bikeshare equipment used in the jurisdictions of the Parties, once it has reached the end of its useful life. Each year that this MOU is in effect, the total Local Capital Replacement Cost for each of the jurisdictions that are Parties to this MOU can be found on Exhibit 2, Pages 1 3, Charts 3 9, Column G, Line f. As reflected on Chart A, below, Capital Replacement Costs will be shared eighty percent (80%) by RFTA and twenty percent (20%) by the jurisdictional Parties for capital replacement equipment purchased specifically for their jurisdictions.
- G. **System Startup Equipment Costs:** These are expenditures for capital items such as bike balancing vehicles, trailers, tools, and other equipment required in order to implement new or expanded Bikeshare Services in specific communities. As reflected on <u>Chart A</u>, below, RFTA's share of System Startup Costs is one hundred percent (100%).

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Chart A

Regional Bikeshare Services Cost-Sharing Matrix

Item	RFTA	Local
Operation Costs		
Regional Indirect Operation Costs Funded by RFTA, WE-cycle, and EOTC	100%	0%
Local Direct Operation Costs Funded by Jurisdictions	0%	100%
Local Startup Operation Costs	100%	0%
	1000/	00/
System Planning	100%	0%
Capital		
Capital	80%	20%
Capital Replacement	80%	20%
Startup Equipment	100%	0%

^{*} The combination of RFTA, WE-cycle, and EOTC funding will be distributed to each participating jurisdiction based on the percentage of stations that each community's stations represent of total regional stations.

- 6. **RFTA First/Last Mile Mobility Reserve Supplemental Funding**. In the event that any of the Parties is unable to commit its share of the funding for Bikeshare Services, such party can apply for supplemental funding from the RFTA First/Last Mile Mobility Reserve, which requires a fifty percent (50%) local match. RFTA, however, reserves the right to approve, deny, or modify such supplemental funding requests on a case-by-case basis, depending on the circumstances.
- 7. <u>Consolidated and Summary Bikeshare Operations and Capital Financing Plans</u>. Each year this MOU is in effect, the Consolidated and Summary Bikeshare Operations and Capital Financing Plans, which establish RFTA, WE-cycle, EOTC, and Local Sources of Revenue, will be set forth on <u>Exhibit</u> 2, Pages 4 -5), Charts 10 16.
- 8. <u>Funding Commitments.</u> Each year that this MOU is in effect, the Parties agree to commit their respective funding shares as summarized on <u>Exhibit</u> 2, Page 5, Chart 16, which will be updated on an annual basis per the established budgeting process set forth on the list of <u>Recommended</u> Cooperative Responsibilities and Expectations of the Parties to this MOU (Exhibit 3, Page 2), and remit such funding to RFTA subject to the terms and conditions established in this MOU.

- 9. <u>Billing</u>. RFTA will invoice the Parties for their Direct Local Operation Costs commitments by January 31 each year. The Parties will pay RFTA directly for their respective Direct Local Operation Costs funding commitments set forth on <u>Exhibit</u> 2, Pages 1 3, Charts 3 9, either in full by February 28 or in semi-annual installments by February 28 and August 3 of each year. Budgets for Capital Costs and Capital Replacement Costs are estimates and such costs will be billed to each of the Parties when the actual costs from equipment suppliers are known and the equipment has been delivered to WE-cycle and WE-cycle has invoiced RFTA and RFTA has paid WE-cycle in full for such equipment.
- 10. Annual Reconciliation and True-up. No later than April 15 following each year this MOU is in effect, RFTA will provide the Parties with a reconciliation statement. The Provider's actual total year-end Direct Local Operation Costs for the previous year will be compared with the budgeted costs. Any surplus revenue resulting from this comparison will be remitted by RFTA to the Parties by April 30 following each year this MOU is in effect.
- 11. **Payments to WE-cycle**. Pursuant to a separate SOA, each year this MOU is in effect, RFTA will pay WE-cycle the amounts set forth on **Exhibit** 2, as also reflected in, and subject to, the terms of the SOA.
- 12. **Annual Appropriation.** This MOU is expressly contingent upon the Parties budgeting and appropriating the costs required herein. If, in any year of this MOU, any Party fails to appropriate or have available sufficient funds to pay for the costs of its financial commitments, set forth on Exhibit 2, Pages 1-3, Charts 3-9 of this MOU, Bikeshare Services planned for any non-appropriating Party shall not be provided. All other provisions of this MOU, however, for the appropriating Parties, shall remain in effect.
- Ownership of Assets. RFTA will grant a license to WE-cycle per the SOA, for use of all equipment purchased pursuant to this MOU. RFTA will retain ownership and maintain an inventory of all Core Bikeshare Equipment items purchased pursuant to this MOU. Core Bikeshare Equipment is defined as bikes (pedal bikes and e-bikes), stations (plates, docks, kiosks, solar panels, map panels) and operating equipment (balancing vehicles and trailers). If, when this MOU terminates, or at any time during the 2023 2028 term of this MOU, any of the Parties elects not to participate in this MOU for the subsequent year, and at any time in the future, RFTA will reimburse such Party for the depreciated value of the capital assets acquired for their jurisdiction, using the double declining balance method of depreciation, based on the accepted useful life of individual assets. RFTA will multiply the depreciated value of individual assets by the 20% local share of such Party to determine the amount of reimbursement that will be made. At RFTA's discretion, such equipment can be used in other parts of the regional bikeshare system, sold, or otherwise disposed of.
- 14. <u>Monthly Reports.</u> On or before the 15th day of the month following the month in which Bikeshare Services are operated, WE-cycle will issue monthly reports to the Parties which include operating data and performance measures specific to their jurisdictions. The <u>monthly</u> reports will be submitted substantially in the form found on Exhibit 4.

15. Insurance Requirements and Hold Harmless:

- A. The Parties shall be named as an additional insured on WE-cycle's general liability and comprehensive automobile liability policies of insurance for the term of this MOU. By January 15th of each year this MOU is in effect, WE-cycle shall furnish the Parties with a certificate of insurance for such coverages, to which they shall be endorsed as an additional insured. Such certificate(s) of insurance shall provide that in the event such insurance coverages are cancelled, terminated, revoked and/or not renewed, that the Parties will be provided with at least ten (10) days prior written notice of such action.
- B. To the extent allowed by law, the Parties agree to hold each other harmless from any and all third-party claims arising from their own tortious, negligent or unintentional acts or omissions as committed pursuant to their performance of this MOU. The Parties similarly agree to jointly investigate and defend against a third-party claim as asserted against the, or any of them, arising from the implementation of this MOU and the operation of the Bikeshare Services as described herein.
- C. The Parties understand and agree that each relies on and does not waive or intend to waive by any provision of this MOU the monetary limitation or any other rights, immunities, and protection provided by the Colorado Governmental Immunity Act § 24-10-101, et seq., C.R.S., as from time to time amended, or otherwise available to RFTA and its respective officers, agents, or employees.
- D. WE-cycle will provide insurance coverage for Core Bikeshare Equipment acquired pursuant to this MOU and will also provide such coverage for equipment owned by WE-cycle.

16. Miscellaneous Provisions.

- A. <u>Amendment</u>. This MOU may only be amended by a written agreement duly signed by the Parties hereto. Amendments to the Regional Bikeshare Services Annual Scope of Work or budget of any individual Party will not require the assent of the other participating Parties, however.
- B. <u>Successors</u>. This MOU shall be binding upon and shall inure to the benefit of any successors to or assigns of the Parties.
- C. <u>Severability</u>. Should any part, term, portion or provision of this MOU be finally decided to be in conflict with any law of the United States or of the State of Colorado, or otherwise be unenforceable or ineffectual, the validity of the remaining parts, terms, portions, or provisions shall be deemed severable and shall not be affected thereby, provided such remaining portions or provisions

can be construed in substance to constitute the MOU that the Parties intended to enter into in the first instance.

- D. Adoption. This MOU shall be effective with regard to each participating Party on January 1 of each year (2023 2028), regardless of when such Party executes the MOU or its annual renewals, so long as such Party appropriates funds for the services set forth on the Regional Bikeshare Services Annual Scope of Work (Exhibit 1B) in the amounts set forth on Exhibit 2, Pages 1 3, Charts 3 9. The failure of one or more of the Parties to execute the MOU or subsequent renewals, or appropriate their requisite funding shares in any year that this MOU is in effect will not prevent the MOU and subsequent renewals from taking effect for the other participating Parties.
- E. <u>Notices</u>. All notices, demands, statements, and requests required or permitted to be given under this MOU shall be served in writing and shall be deemed to have been properly given or served in any event upon actual receipt, three (3) working days following the depositing of the same in the United States mail, addressed to a Party, first class, postage prepaid, by registered or certified mail, return receipt requested, at the address set forth below or at such other address as may be designated in accordance herewith:

ASPEN: City of Aspen

c/o City of Aspen Manager 427 Rio Grande Place Aspen, CO 81611

BASALT: Town of Basalt

c/o Town of Basalt Manager

101 Midland Avenue Basalt, CO 81621

CARBONDALE: Town of Carbondale

c/o Town of Carbondale Manager

511 Colorado Avenue Carbondale, CO 81623

EAGLE COUNTY: County of Eagle

c/o Eagle County Manager

P.O Box 850 Eagle, CO 81631

GLENWOOD SPRINGS: City of Glenwood Springs

c/o City of Glenwood Springs Manager

101 W 8th St.

Glenwood Springs, CO 81601

PITKIN COUNTY: County of Pitkin

c/o Pitkin County Manager

530 East Main St. Aspen, CO 81611

RFTA: The Roaring Fork Transportation Authority

c/o Chief Executive Officer 2307 Wulfsohn Road

Glenwood Springs, CO 81601

SNOWMASS VILLAGE: Town of Snowmass Village

c/o Town of Snowmass Village Manager

P.O. Box 5010

Snowmass Village, CO 81615

- F. <u>Conformance with Laws</u>. Each party hereto agrees to abide by and to conform to all applicable laws of the federal government, the state, and anybody corporate and politic having any jurisdiction over the subject matter of this MOU. Nothing in this section contained, however, shall require any Party hereto to comply with any law, the validity or applicability of which shall be contested in good faith and by appropriate legal proceedings.
- G. <u>Execution of Documents</u>; <u>Counterparts</u>. This MOU may be executed in counterparts, which shall be regarded for all purposes as one original. Each party agrees that it will execute any and all deeds, instruments, documents, and resolutions or ordinances necessary to give effect to the terms of this MOU.
- H. <u>Waiver</u>. No waiver by either Party of any term or condition of this MOU shall be deemed or construed as any waiver of any other term or condition, nor shall a waiver of any breach be deemed to constitute a waiver of any subsequent breach, whether the same or of a different provision of this MOU. Nothing in this MOU shall be construed as a waiver of any defense or limitation available to either party through the Colorado Governmental Immunity Act (Colorado Revised Statutes § 24-10-101, *et.seq.*, as amended).
- I. **Enforcement**. Every obligation assumed by, or imposed upon, a Party by this MOU shall be enforceable by the other Parties by appropriate action, suit, or proceeding at law or equity.
- J. <u>Captions</u>. The captions of the paragraphs of this MOU are for convenience only and shall not be deemed to be relevant in resolving any question or interpretation or construction of any section of this MOU.
- K. <u>TABOR Compliance</u>. Notwithstanding anything to the contrary contained in this MOU, none of the Parties, nor RFTA shall have any obligations under this

MOU, nor shall any payments be made in respect of any period after any December 31 of each calendar year during the term of this MOU, without an appropriation therefore by the Parties that is a public entity and governed by and, in compliance with the provisions of the Local Government Budget law (C.R.S. §29-1-101 *et seq.*), and the TABOR Amendment (Colorado Constitution, Article X, Sec. 20).

- L. <u>Execution</u>. This MOU, including all Exhibits, constitutes the entire integrated and merged MOU among the Parties and incorporates all prior written or oral understandings and may be amended, supplemented or modified only by a written instrument duly executed by the Parties.
- M. <u>Authorization</u>. Each Party hereto warrants that the execution and performance of this MOU has been duly authorized by members of each entity's governing body at a duly constituted meeting.
- N. <u>Non-Waiver</u>. One or more waivers by any Party of any provision, term, condition or covenant herein shall not be construed by any other Party as a waiver of any subsequent breach by any other Party.
- O. <u>Conflict Resolution</u>. In the event of a conflict between the Parties arising from the implementation or interpretation of this MOU, it is agreed that any Party herein may call a formal meeting of the Parties to attempt to resolve said conflict. Said meeting shall be called by providing ten (10) days written notice calling for enforcement of this paragraph.
- P. <u>Termination</u>. During the term of this MOU any of the participating Parties may cease to participate by not annually renewing the MOU or annually appropriating funds for the subsequent year. Withdrawal from the MOU during a year it is in effect with regard to a participating Party who seeks to withdraw prior to the end of a year (2023 2028) can only occur for breach of contract, and only after first participating in the Conflict Resolution process set forth in paragraph "O," above.

IN WITNESS WHEREOF the Parties have caused this Memorandum of Understanding to be executed effective as of the January 1, 2023.

City of Aspen:
3Y:
Forre, Mayor
ATTEST:

Town of Basalt:	
BY:	
Bill Kane, Mayor	
ATTEST:	

Town of Carbondale:	
BY:	
Ben Bohmfalk, Mayor	
ATTEST:	

County of Eagle:
BY:
Jeanne McQueeney, Chair, Board of County Commissioners
ATTEST:

City of Glenwood Springs:
BY:
Jonathan Godes, Mayor
ATTEST:

County of Pitkin:	
BY:	
Patti Clapper, Chair, Board of County Commissioners	
ATTEST:	

Roaring Fork Transportation Authority:	
BY:	
Dan Blankenship, Chief Executive Officer	
ATTEST:	

Town of Snowmass Village:
BY:
Bill Madsen, Mayor
ATTEST:

EXHIBIT 1A, Page 1

2023-2028 REGIONAL BIKESHARE PLANNED SCOPE OF WORK

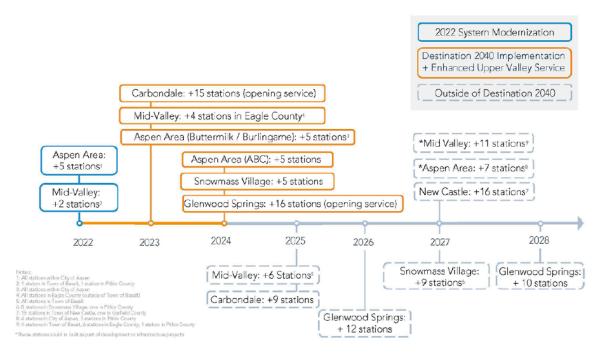


Figure 27. Schedule for potential regional bikeshare expansion.

REGIONAL BIKESHARE PLAN

+	Table B1. F	otential Phasi	ng Schedule fo	r Syste	m Expa	nsion

Phase	System	Community	Year	Phase	Regular Kiosks	E- Charging Kiosks	Stations	New Map Panels	Replaceme nt Map Panels	Regular Docks	E- Charging Docks	Docks	Station Plates	Regular Bikes	E-Bikes	Bikes	Dock-to- Bike Ratio
	Aspen Area	Aspen	2021	Existing	21	1	22	0	0	244	11	255	70	119	13	132	1.9
2	Aspen Area	Aspen	2022	Phase 2	0	5	5	0	6	0	71	71	19	0	13	13	5.5
E .5	Snowmass	Snowmass	2021	Existing	2	0	2	0	0	30	0	30	8	15	0	15	2.0
iza /ste	Mid-Valley	Basalt	2021	Existing	14	1	15	0	0	121	11	132	37	49	13	62	2.1
le S	Mid-Valley	Eagle Co. (Mid-Valley)	2021	Existing	8	0	8	0	0	70	0	70	20	28	0	28	2.5
Existing System and Modernization	Mid-Valley	Pitkin Co. (Mid-Valley)	2021	Existing	2	0	2	0	0	17	0	17	5	7	0	7	2.4
<u>:</u>	Mid-Valley	Basalt	2022	Phase 2	0	1	1	0	14	0	26	26	7	0	13	13	2.0
	Mid-Valley	Pitkin Co. (Mid-Valley)	2022	Phase 2	0	1	1	0	2	0	0	0	1	0	0	0	N/A
	Aspen Area	Aspen	2023	Phase 3	4	1	5	4	0	46	15	61	17	5	20	25	2.4
5 8 8	Aspen Area	Pitkin Co. (Aspen)	2024	Phase 4	4	1	5	4	0	44	27	71	19	5	20	25	2.8
D2040 Implementation + Enhanced Upper Valley Service	Snowmass	Snowmass	2024	Phase 2	3	2	5	3	2	41	30	71	19	10	15	25	2.8
nen y S	Mid-Valley	Eagle Co. (Mid-Valley)	2023	Phase 3	4	0	4	4	8	42	0	42	12	15	17	32	1.3
- 등 호 등	Carbondale	Carbondale	2023	Opening	12	3	15	12	0	112	55	167	46	50	25	75	2.2
<u> </u>	Glenwood Springs	Glenwood Springs	2024	Opening	14	2	16	14	0	190	46	236	63	50	30	80	3.0
	Aspen Area	Aspen	2027	D&I	4	0	4	4	0	36	0	36	10	10	5	15	2.4
	Aspen Area	Pitkin Co. (Aspen)	2027	D&I	3	0	3	3	0	29	0	29	8	10	5	15	1.9
	Mid-Valley	Basalt	2025	Phase 4	4	2	6	4	0	66	22	88	24	15	18	33	2.7
	Mid-Valley	Basalt	2027	D&I	4	0	4	4	0	44	0	44	12	20	0	20	2.2
	Mid-Valley	Eagle Co. (Mid-Valley)	2027	D&I	5	1	6	5	0	55	31	86	23	25	15	40	2.2
D2040	Mid-Valley	Pitkin Co. (Mid-Valley)	2027	D&I	0	1	1	0	0	0	11	11	3	0	10	10	1.1
- # 	Carbondale	Carbondale	2025	Phase 2	8	1	9	8	0	72	15	87	24	30	15	45	1.9
Outsid	Glenwood Springs	Glenwood Springs	2026	Phase 2	10	2	12	10	0	126	24	150	41	40	20	60	2.5
"	Glenwood Springs	Glenwood Springs	2028	Phase 3	8	2	10	8	0	60	26	86	24	33	17	50	1.7
	New Castle	New Castle	2027	Opening	14	2	16	14	0	134	26	160	44	53	27	80	2.0
	Snowmass	Snowmass	2027	Phase 3	7	1	8	7	0	63	19	82	23	15	15	30	2.7
	Snowmass	Pitkin Co. (Snowmass)	2027	Phase 3	0	1	1	0	0	0	27	27	7	10	5	15	1.8
TOTAL					155	31	186	108	32	1642	493	2135	586	614	331	945	2.3
					83%	17%				77%	23%			65%	35%		

Destination 2040 Implementation

Bikeshare expansion plans were developed with the input of local jurisdictions and were used to identify what expansion could be included in the D2040 implementation and what expansion could be implemented outside of D2040. The following expansion scenario includes a phasing plan that fits the objectives of the

D2040 project description and provides some service expansion in the Town of Snowmass Village that will be funded outside of D2040. The "<u>Destination 2040 Implementation + Enhanced Upper Valley Service</u>" plan includes the following expansion:

• Aspen Area:

- » City of Aspen: Phase 3 (projected for 2023) that could include 5 stations and be coordinated with Pitkin County to expand the existing service area to the Buttermilk, Burlingame, and ABC areas.
- » Pitkin County: Phase 4 (projected for 2024) that could include 5 stations and be coordinated with the City of Aspen to expand the existing service area to the Buttermilk, Burlingame, and ABC areas.

• Snowmass Village:

» Phase 2 (projected for 2024) that could include a 5-station pilot in Downtown Snowmass Village and require the creation of a local operations center in the Town of Snowmass Village.

Mid-Valley:

» Eagle County: Phase 3 (projected for 2023) that could include an additional 4 stations. This phase does not include any additional stations in the Town of Basalt or Pitkin County.

Town of Carbondale:

» Opening Service (projected for 2023) that could include 15 stations. With the support of RFTA and the Town of Carbondale, WE-cycle will start planning for this system in 2022 with funding approved as part of the Interim Agreement and continue in early 2023 in anticipation of opening in the spring of 2023. WE-cycle may work with a to-be-formed Carbondale Bikeshare Working Group consisting of an elected official, a jurisdiction staff member, a RFTA staff member, a member of the Bike-Pedestrian Committee, and community members at-large including at least one Spanish-Speaker.

• City of Glenwood Springs:

» Opening Service (projected for 2024) that could include 16 stations. With the support of RFTA and the Town of Carbondale, WE-cycle will start planning for this system in late 2022 with funding approved as part of the interim agreement and will continue in 2023 in anticipation of opening in the spring of 2024. WE-cycle may work with a to-be-formed Glenwood Springs Bikeshare Working Group consisting of an elected official, a jurisdiction staff member, a RFTA staff member, a member of the Bike-Pedestrian or Transportation Committee, and community members at-large including at least one Spanish-Speaker.

Outside of Destination 2040

A regional system would bring first- and last-mile mobility and local circulation benefits to new communities and would enhance utility and ridership of the system in existing communities as users will be able to use bikeshare at either end of their trip. Destination 2040 will expand bikeshare service into the Lower Valley and there is room for service expansion in all communities outside of Destination 2040. Future service could also be considered in the Town of New Castle, but other first- and last-mile options may be more suitable given the densities, urban form, and availability of resources.

EXHIBIT 1A, Page 3

A reasonable level of future expansion was identified from the local jurisdiction bikeshare expansion plans to forecast expected system costs. This will need to be funded outside of D2040 and the "Outside of Destination 2040" plan includes the following potential expansion:

Aspen Area:

» Additional stations in the City of Aspen or Pitkin County as part of development or inclusion in infrastructure projects. Seven (7) additional stations were included to represent this potential expansion.

Snowmass Village:

» Town of Snowmass Village and Pitkin County: Phase 3 (scheduled for 2027) that could include an additional 9 stations including 8 stations in the Town of Snowmass Village and 1 station at the Brush Creek Intercept Lot in Pitkin County.

• Mid-Valley:

- » Town of Basalt: Phase 3 (projected for 2025) that could include an additional 6 stations.
- » Additional stations in the Town of Basalt, Eagle County, and/or Pitkin County as part of development or inclusion in infrastructure projects. Eleven additional stations were included to represent this potential expansion.

• Carbondale:

» Phase 2 (projected for 2025) that could include an additional 9 stations.

Glenwood Springs:

- » Phase 2 (projected for 2026) that could include an additional 12 stations and expand into new service areas on the north and west sides of the Colorado and Roaring Fork Rivers.
- » Phase 3 (projected for 2028) that could include an additional 10 stations and expand the service area into West Glenwood Springs.

New Castle:

» Opening Service (projected for 2027) that could include 16 stations including 15 stations in the Town of New Castle and 1 station in Garfield County.

EXHIBIT 1B, Page 1

"DRAFT" 2023 REGIONAL BIKESHARE SERVICES ANNUAL SCOPE OF WORK

In 2023, WE-cycle will operate Bikeshare Services in Existing WE-cycle Bikeshare Communities, with the enhancements as described below, and offer expanded regional Bikeshare Services in Carbondale.

In addition to providing safe, reliable, and healthy bike transportation as a first- and last-mile connection to RFTA bus stops and as a car-independent mode for in- and around-town travel, WE-cycle will deliver each jurisdiction the following regional Bikeshare Services in 2023 (to be finalized after the MOU is finalized):

Aspen System

City of Aspen

- Continue operations of existing services per agreed-upon levels of service inclusive of 27 stations, 326 docking points, 119 pedal bikes, and 26 e-bikes.
- Plan, install, and operate 5 new stations, 61 new docking points, 5 new pedal bikes, and 20 new e-bikes, intended to expand bikeshare service to the western portions of the City of Aspen inclusive of Buttermilk and Burlingame.

Pitkin County

- No existing service in the Aspen System.
- Plan for 2024 bikeshare service expansion to the Aspen Airport Business Center area.

Mid-Valley System

Town of Basalt

• Continue operations of existing services per agreed-upon levels of service inclusive of 16 stations, 158 docking points, 49 pedal bikes, and 26 e-bikes.

Eagle County

- Continue operations of existing services per agreed-upon levels of service inclusive of 8 stations, 70 docking points, and 28 pedal bikes.
- Plan, install, and operate 4 new stations, 42 new docking points, 15 new pedal bikes, and 17 new e-bikes.

Pitkin County

• Continue operations of existing services per agreed-upon levels of service inclusive of 3 stations, 17 docking points, and 7 pedal bikes.

EXHIBIT 1B, Page 2

Town of Snowmass Village

- Continue operations of existing services per agreed-upon levels of service inclusive of 2 stations, 30 docking points, and 15 pedal bikes.
- Plan for 2024 bikeshare service expansion.

Town of Carbondale

Plan, install, and operate 15 stations, 167 docking points, 50 pedal bikes, and 25 e-bikes with the goal of providing the Town of Carbondale with an additional mode of first- and last-mile mobility to enhance the community's circulation and transportation offerings.

City of Glenwood Springs

• Collaborate with the City of Glenwood Springs in planning a bikeshare system intended to enhance the community's first- and-last mile mobility offerings with the goal of a spring 2024 opening.

EXHIBIT 2, Page 1

2023 Regional Bikeshare Cost-Sharing Methodology

	A	В	С	D	E	F	G	н	1	J
										RFTA D2040
										Indirect
										Operation
										Cost
1	Stations	Aspen	Pitkin	Basalt	Eagle	Carbondale	Glenwood	Snowmass	Total	Contribution
а	Number	32	3	16	12	15	0	2	80	N/A
	Percent of Total (Used to Allocate RFTA, WE-cycle, EOTC Indirect Operation Costs to									
b	Local Jurisdictions)	40%	4%	20%	15%	19%	0%	3%	100%	\$ 543,980

2	Chart of Available RFTA/WE-cycle/EOTC Regional Revenue Sources	2023
а	WE-cycle Sponsorship Revenue	\$ 191,580
b	Elected Officials Transportation Committee (EOTC)	\$ 103,000
c	Existing RFTA WE-cycle Funding Commitment	\$ 195,700
d	Accumulated 2020/2021/2022 Destination 2040 Funding Designated for Operations	\$ 1,265,495
е	RFTA FLMM Reserve Funding	\$ -
f	Other	\$ -
g	Subtotal Available RFTA Regional Revenue Sources	\$ 1,903,096
h	Destination 2040 Capital (Less 2021/2022 Expenditures)	\$ 1,144,520
i	Total Available RFTA/WE-cycle/EOTC Regional Funding Sources	\$ 3,342,196

2023 Local Jurisdiction Bikeshare Budgets

							G Local Ops/Total			
	Α	В	С	D	E	F	29%	н	1	J
									Percent of	
			RFTA Existing		Net WE-cycle	Net EOTC	Direct Local		Total	
			WE-cycle		Indirect	Indirect	Operation /		Regional	
		RFTA Indirect	Funding		Operation	Operation	Capital / Capital		Operations	Variance to
3	Aspen Bikeshare System	Operation Share	Commitment	Net RFTA Share	Share	Share	Replacement	Total	Costs	Station %
а	Aspen Operations	\$ 217,592	\$ 78,280	\$ 295,872	\$ 76,632	\$ 41,200	\$ 168,495	\$ 582,199	41%	1%
b	Aspen Planning	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
d	Aspen Startup Operations	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
c	Aspen Capital	\$ -	\$ -	\$ 181,600	\$ -	\$ -	\$ 45,400	\$ 227,000		
е	Aspen Startup Equipment	\$ -	\$ -	\$ 117,000	\$ -	\$ -	\$ -	\$ 117,000		
f	Aspen Capital Replacement	\$ -	\$ -	\$ 28,800	\$ -	\$ -	\$ 7,200	\$ 36,000		
g	Total Aspen	\$ 217,592	\$ 78,280	\$ 623,272	\$ 76,632	\$ 41,200	\$ 221,095	\$ 962,199		

Exhibit 2, Page 2

				-,									
									G				
									Local Ops/T	otal			
	A		В	С	D		E	F	26%		Н	I	J
												Percent of	
				RFTA Existing		Net W	VE-cycle	Net EOTC	Direct Loc	al		Total	
				WE-cycle		Inc	direct	Indirect	Operation	ı/		Regional	
		RFT	A Indirect	Funding		Ope	eration	Operation	Capital / Cap	oital		Operations	Variance to
4	Pitkin County Bikeshare System	Opera	ation Share	Commitment	Net RFTA Share	Sł	hare	Share	Replaceme	nt	Total	Costs	Station %
а	Pitkin County Operations	\$	20,399	\$ 7,339	\$ 27,738	\$	7,184	\$ 3,863	\$ 13,	580	\$ 52,365	4%	0%
b	Pitkin County Planning	\$	-	\$ -	\$ -	\$	-	\$ -	\$	-	\$ -		
С	Pitkin County Startup Operations	\$	-	\$ -	\$ -	\$	-	\$ -	\$	- !	\$ -		
d	Pitkin County Capital	\$	-	\$ -	\$ -	\$	-	\$ -	\$	- :	\$ -		
е	Pitkin County Startup Equipment	\$	-	\$ -	\$ -	\$	-	\$ -	\$	-	\$ -		
f	Pitkin County Capital Replacement	\$	-	\$ -	\$ 2,000	\$	-	\$ -	\$	500	\$ 2,500		
g	Total Pitkin County	\$	20,399	\$ 7,339	\$ 29,738	\$	7,184	\$ 3,863	\$ 14,	080	\$ 54,865		

							Local Ops/Total			
	A	В	С	D	E	F	26%	Н	I	J
									Percent of	
			RFTA Existing		Net WE-cycle	Net EOTC	Direct Local		Total	
			WE-cycle		Indirect	Indirect	Operation /		Regional	
		RFTA Indirect	Funding		Operation	Operation	Capital / Capital		Operations	Variance to
5	Basalt Bikeshare System	Operation Share	Commitment	Net RFTA Share	Share	Share	Replacement	Total	Costs	Station %
а	Basalt Operations	\$ 108,796	\$ 39,140	\$ 147,936	\$ 38,316	\$ 20,600	\$ 72,427	\$ 279,279	19%	-1%
b	Basalt Planning	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		_
С	Basalt Startup Operations	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
d	Basalt Capital	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
е	Basalt Startup Equipment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
f	Basalt Capital Replacement	\$ -	\$ -	\$ 16,800	\$ -	\$ -	\$ 4,200	\$ 21,000		
g	Total Basalt	\$ 108,796	\$ 39,140	\$ 164,736	\$ 38,316	\$ 20,600	\$ 76,627	\$ 300,279		

G

							Local Ops/Total			
	A	В	С	D	E	F	22%	Н	I	J
									Percent of	
			RFTA Existing		Net WE-cycle	Net EOTC	Direct Local		Total	
			WE-cycle		Indirect	Indirect	Operation /		Regional	
		RFTA Indirect	Funding		Operation	Operation	Capital / Capital		Operations	Variance to
6	Eagle County Bikeshare System	Operation Share	Commitment	Net RFTA Share	Share	Share	Replacement	Total	Costs	Station %
а	Eagle County Operations	\$ 81,597	\$ 29,355	\$ 110,952	\$ 28,737	\$ 15,450	\$ 43,791	\$ 198,930	14%	-1%
b	Eagle County Planning	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		_
С	Eagle County Startup Operations	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
d	Eagle County Capital	\$ -	\$ -	\$ 144,000	\$ -	\$ -	\$ 36,000	\$ 180,000		
е	Eagle County Startup Equipment	\$ -	\$ -	\$ 7,000	\$ -	\$ -	\$ -	\$ 7,000		
f	Eagle County Capital Replacement	\$ -	\$ -	\$ 8,000	\$ -	\$ -	\$ 2,000	\$ 10,000		
g	Total Eagle County	\$ 81,597	\$ 29,355	\$ 269,952	\$ 28,737	\$ 15,450	\$ 81,791	\$ 395,930		

Exhibit 2, Page 3

							G	_	
							Local Ops/Total		
	A	В	С	D	E	F	32%	н	1
									Percent of
			RFTA Existing		Net WE-cycle	Net EOTC	Direct Local		Total
			WE-cycle		Indirect	Indirect	Operation /		Regional
		RFTA Indirect	Funding		Operation	Operation	Capital / Capital		Operations
7	Carbondale Bikeshare System	Operation Share	Commitment	Net RFTA Share	Share	Share	Replacement	Total	Costs
а	Carbondale Operations	\$ 101,996	\$ 36,694	\$ 138,690	\$ 35,921	\$ 19,313	\$ 90,000	\$ 283,924	20%
b	Carbondale Planning	\$ -	\$ -	\$ 11,000	\$ -	\$ -	\$ -	\$ 11,000	
С	Carbondale Startup Operations	\$ -	\$ -	\$ 91,000	\$ -	\$ -	\$ -	\$ 91,000	
d	Carbondale Capital	\$ -	\$ -	\$ 492,000	\$ -	\$ -	\$ 123,000	\$ 615,000	
е	Carbondale Startup Equipment	\$ -	\$ -	\$ 97,000	\$ -	\$ -	\$ -	\$ 97,000	
f	Carbondale Capital Replacement	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
g	Total Carbondale	\$ 101,996	\$ 36,694	\$ 829,690	\$ 35,921	\$ 19,313	\$ 213,000	\$ 1,097,924	

							Local Ops/Total		
	A	В	С	D	E	F	0%	Н	1
									Percent of
			RFTA Existing		Net WE-cycle	Net EOTC	Direct Local		Total
			WE-cycle		Indirect	Indirect	Operation /		Regional
		RFTA Indirect	Funding		Operation	Operation	Capital / Capital		Operations
8	Glenwood Springs Bikeshare System	Operation Share	Commitment	Net RFTA Share	Share	Share	Replacement	Total	Costs
а	Glenwood Springs Operations	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0%
b	Glenwood Springs Planning	\$ -	\$ -	\$ 60,000	\$ -	\$ -	\$ -	\$ 60,000	
С	Glenwood Springs Startup Operations	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
d	Glenwood Springs Capital	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
е	Glenwood Springs Startup Equipment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
f	Glenwood Springs Capital Replacement	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
g	Total Glenwood Springs	\$ -	\$ -	\$ 60,000	\$ -	\$ -	\$ -	\$ 60,000	

							<u>. G</u>		
							Local Ops/Total		
	A	В	С	D	E	F	34%	Н	<u> </u>
									Percent of
			RFTA Existing		Net WE-cycle	Net EOTC	Direct Local		Total
			WE-cycle		Indirect	Indirect	Operation /		Regional
		RFTA Indirect	Funding		Operation	Operation	Capital / Capital		Operations
9	Snowmass Village Bikeshare System	Operation Share	Commitment	Net RFTA Share	Share	Share	Replacement	Total	Costs
а	Snowmass Village Operations	\$ 13,600	\$ 4,893	\$ 18,493	\$ 4,790	\$ 2,575	\$ 13,147	\$ 39,004	3%
b	Snowmass Village Planning	\$ -	\$ -	\$ 30,000	\$ -	\$ -	\$ -	\$ 30,000	
С	Snowmass Village Startup Operations	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
d	Snowmass Village Capital	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
е	Snowmass Village Startup Equipment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
f	Snowmass Village Capital Replacement	\$ -	\$ -	\$ 2,800	\$ -	\$ -	\$ 700	\$ 3,500	
g	Total Snowmass Village	\$ 13,600	\$ 4,893	\$ 51,293	\$ 4,790	\$ 2,575	\$ 13,847	\$ 72,504	

Exhibit 2, Page 4

2023 Consolidated Bikeshare Operations and Capital Financing Plan with RFTA, WE-cycle, EOTC, and Local Sources of Revenue

Local Ops/Total В Ε F 28% н Percent of **RFTA Existing** Net WE-cycle **Net EOTC** Total WE-cycle Indirect Indirect Regional **RFTA Indirect Funding** Operation Operation Operations Variance to 2023 Total Bikeshare Operatations Funding - All Sources **Operation Share** Commitment **Net RFTA Share** Share Station % Share Local Operation Costs Total Total 2023 Bikeshare Operations Funding 401,440 \$ 1,435,701 543,980 195,701 739,681 191,580 103,000 100% 0% Total 2023 Bikeshare Planning Funding 101,000 101,000 **Bikeshare Startup Operations** 91,000 91,000 Ś 543,980 931,681 \$ 191,580 \$ 103,000 \$ \$ 1,627,701 **Total Operating** 195,701 \$ 401,440 С Ε 2023 RFTA Destination 2040 Sources of Operating Revenue **RFTA** Beginning 2023 Expended 2023 Remainder 2023 Destination 2040 Operations Funding N/A 637,601 (637,601 **RFTA Existing WE-cycle Funding Commitment** N/A 195,700 (195,700) 2020/2021 Destination 2040 Unspent Operations Funding N/A 1,265,495 (98,380)\$ 1,167,115 2,098,796 \$ **Total Destination 2040 Operating Funding** N/A (931,681) \$ 1,167,115 G Local Cap/Total В С Ε F 17% н 12 2023 Bikeshare Capital Funding - All Sources **RFTA Capital** RFTA Incr/Decr | Net RFTA Share WE-cycle EOTC **Local Capital** Total **Total 2023 Bikeshare Capital** 817,600 817,600 204,400 \$ 1,022,000 Total 2023 Bikeshare Startup Equipment 221,000 221,000 \$ 221,000 Total 2023 Bikeshare Capital Replacement \$ 58,400 \$ 58,400 14,600 73,000 -**Total 2023 Bikeshare Capital Costs** 1,097,000 1,097,000 219,000 \$ 1,316,000 С Ε D

Beginning 2023 Expended 2023

(1,097,000)

1,144,520 \$

Remainder

N/A

13

2023 Destination 2040 Capital Funding

2023 RFTA Destination 2040 Sources of Capital Revenue

Exhibit 2, Page 5
2023 Summary Bikeshare Operations and Capital Financing Plan

	A	В		С		D		E	F	G	Н
			RFTA	Existing							
			WE-	-cycle							
			Fun	nding							
14	Total 2023 Bikeshare Operations and Capital Funding	RFTA	Comm	nitment	Net	RFTA Share	W	E-cycle	EOTC	Local	Total
а	Total 2023 Bikeshare Indirect and Direct Operations Funding	\$ 543,980	\$	195,701	\$	739,681	\$	191,580	\$ 103,000	\$ 401,440	\$ 1,435,701
b	Total 2023 Bikeshare Planning Funding	\$ 101,000	\$	-	\$	101,000	\$	-	\$ -	\$	\$ 101,000
С	Total 2023 Bikeshare Startup Operations	\$ 91,000	\$	-	\$	91,000	\$	-	\$ -	\$	\$ 91,000
d	Total 2023 Bikeshare Capital	\$ 817,600	\$	-	\$	817,600	\$	-	\$ -	\$ 204,400	\$ 1,022,000
е	Total 2023 Bikeshare Startup Equipment	\$ 221,000	\$	-	\$	221,000	\$	-	\$ -	\$	\$ 221,000
f	Total 2023 Bikeshare Capital Replacement	\$ 58,400	\$	-	\$	58,400	\$		\$ -	\$ 14,600	\$ 73,000
g	Total 2023 Bikeshare Costs	\$ 1,832,980	\$	195,701	\$	2,028,681	\$	191,580	\$ 103,000	\$ 620,440	\$ 2,943,701
h	Percentage Shares of Total Regional Bikeshare Operations Costs	N/A	N	I/A		52 %		13%	7 %	28%	100%
i	Percentage Shares of Total Regional Bikeshare Costs	N/A	N	I/A		69%		7%	3%	21%	100%
	Check Totals	\$ 1,832,980	\$	195,701	\$	2,028,681	\$	191,580	\$ 103,000	\$ 620,440	\$ 2,943,701
	Variance	\$ -	\$	-	\$	-	\$	-	\$ -	\$ -	\$ -

15	2023 Sources of Indirect Operating Revenue	2023
а	WE-cycle Sponsorship Revenue	\$ 191,580
b	Elected Officials Transportation Committee (EOTC)	\$ 103,000
C	Existing RFTA WE-cycle Funding Commitment	\$ 195,700
d	FY 2023 Destination 2040 Operations	\$ 543,980
d	Accumulated 2020/2021/2022 Destination 2040 Fundign Designated for Operations	\$ 1,036,283

	A		D		
16	2023 Bikeshare Services Funding Commitments Requested				
	Entity	\$ Commitments			
а	Aspen	\$	221,095		
b	Pitkin	\$	14,080		
С	Basalt	\$	76,627		
d	Eagle County	\$	81,791		
е	Carbondale	\$	213,000		
f	Glenwood Springs	\$	-		
g	Snowmass Village	\$	13,847		
h	EOTC	\$	103,000		
i	WE-cycle	\$	191,580		
j	RFTA	\$	2,028,681		
k	Total Commitments	\$	2,943,701		

Exhibit 3, Page 1

Recommended Cooperative Responsibilities and Expectations of the Parties of this MOU

- Jointly create a Regional Bikeshare Advisory Committee (similar to the Technical Advisory Committee on the Regional Bikeshare Plan) with staff representatives from RFTA, WE-cycle, and each participating local jurisdiction. The Committee would discuss planning level issues and challenges and make recommendations to the RFTA and WE-cycle Boards for any changes to the program.
- Designate a bikeshare point of contact who is responsible for advocating for bikeshare and facilitating bikeshare processes and permitting and coordination within the local jurisdiction.
- Coordinate all bikeshare station siting and permitting through the local jurisdiction's approvals process.
- Make best efforts to site stations in the public right-of-way in safe, visible, and year-round locations.
- Assume any costs for site preparation (if necessary), e.g., concrete pad construction.
- Strive to find shop/office space for WE-cycle in local jurisdiction-owned buildings and provide rent at a reduced rate or at no charge.
- Continue to lead planning efforts for bicycle infrastructure and safe route improvements to stations in the public right-of-way.
- Include WE-cycle as a regional transportation referral agency for regionally significant development and capital projects. WE-cycle and RFTA will coordinate responses and recommend where mitigation and impact fees related to bikeshare may be appropriate. However, it is recognized that RFTA (and WE-cycle) hold an advisory role on the development and capital project review process led by jurisdictions.
- A written request and statement of interest from jurisdictions must be submitted to RFTA in advance of WE-cycle initiating service expansion planning in any such jurisdiction.
- It is recommended that jurisdictions consider establishing a Bikeshare Working Group/Committee that includes an elected official, a jurisdiction staff member, a RFTA staff member, a member of the Bike-Ped Committee (or other related volunteer committee), and community members at-large including at least one Spanish-speaker. WE-cycle will lead and facilitate this group in supporting the planning, implementation, refinement of bikeshare in the particular jurisdiction.
- RFTA will retain ownership for all of the capital equipment purchased with its funds and per a Service Operating Agreement contract with WE-cycle, WE-cycle will insure and operate this equipment. In contributing their local match for capital purchases, participating local jurisdictions will assign the ownership of their percentage of the assets to RFTA. The MOU outlines how equipment will be accounted for and the reimbursement terms should the program close or if a participating jurisdiction decides to leave the program.

Exhibit 3, Page 2

- Annual Planning and Budgeting. Each year that this MOU is in effect, the Parties agree to work with WE-cycle and RFTA in a timely manner in order to jointly establish the Regional Bikeshare Services Annual Scope of Work, Exhibit 1B, and associated Regional Bikeshare Cost Sharing Methodology, Exhibit 2, for the forthcoming year, as follows:
 - 1. In the first quarter of each calendar year, WE-cycle will meet with each participating jurisdiction and discuss particulars for the existing year's Bikeshare Services and identify opportunities for the following year's Bikeshare Services inclusive of, but not limited to, operational enhancements, station locations and sizes, capital and capital replacement.
 - 2. By the end of May of each calendar year, each participating jurisdiction will disclose any possible budgetary adjustments, desired service level or station location changes, capital needs, and planning objectives for the following year.
 - 3. By the end of July of each calendar year, WE-cycle, in coordination with RFTA, will inform each jurisdiction of its projected costs for the following year, inclusive of Direct Local Operation Costs, Capital Costs, and Capital Replacement Costs.
 - 4. By the end of August of each calendar year, each jurisdiction will provide a written indication to WE-cycle and RFTA of its desired level of Bikeshare Services for which it intends to budget.
 - 5. In September of each calendar year, RFTA will present the anticipated Regional Bikeshare Services Annual Scope of Work, Exhibit 1B, for the forthcoming year and associated Regional Bikeshare Cost Sharing Methodology, Exhibit 2, to the RFTA Board of Directors for direction subject to subsequent approval of the RFTA budget.
 - 6. By the end of September, WE-cycle will place Core Bikeshare Equipment orders and RFTA will pay for the associated deposit of 50%, per the terms established in the SOA.
 - 7. By November 15 of each calendar year, each participating jurisdiction will inform RFTA of its intentions to approve their funding commitments in accordance with their local budgeting process.
 - 8. By December 15 of each calendar year, RFTA and WE-cycle will finalize Exhibits 1B and 2 and provide them to the Parties in conjunction with the annual MOU written renewal. Signed renewals must be returned to RFTA on or before December 31.

Monthly Reports

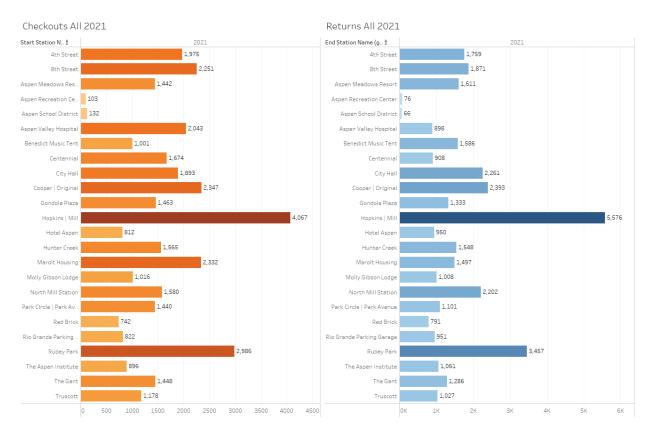
WE-cycle will deliver monthly Level of Service Reports to the RFTA CEO, CFAO, and COO and the representative of each participating local jurisdiction, on the 15th of every month for the preceding month's service.

Regional Bikeshare Monthly Metrics Report

	Month / Year - Example			
System Basics	Aspen	Basalt	Snowmass	System-Wide
Number of Stations				
Number of Docks				
Daily Average - Total Bikes in Service				
Daily Average - Pedal Bikes in Service				
Daily Average - E-Bikes in Service				
Ridership				
Total Rides				
Total Pedal Bike Rides				
Total E-bike Rides				
Unique Riders				
New Rider Signups				
Average ride duration, minutes				
Busiest day, date				
Average Ride Distance, miles				
Estimated total distance traveled , miles				
% of trips in free ride period				
Estimated carbon offset by riders				
perations				
Total Bike Repairs Completed				
Number of Bikes Rebalanced				
Rebalancing - Hours Worked by Staff				
Station Batteries Replaced				
ike & Dock Unavailability				
Stations Full, Core Balancing Hours (8AM - 8PM)				
Stations Empty, Core Balancing Hours (8AM - 8PM)				
Stations Full, Overnight Hours (8PM - 8AM)				
Stations Empty, Overnight Hours (8PM - 8AM)				
Station with most frequent bike availability shortages				
afety				
Rider accidents reported				
Instances of equipment damage				
Staff injuries reported				

STATION USAGE

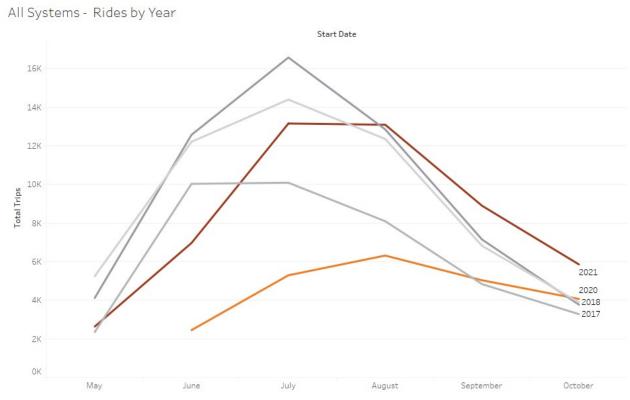
Charts with each station's number of checkouts and returns, broken down by service area - Aspen, Mid-Valley, Snowmass Village. *Example below:*



Station Notes:

RIDERSHIP TRENDS AND OBSERVATIONS

Charts with monthly ridership by service area and regionally as well as year over year comparisons. *Example below:*



Ridership Notes:

SERVICE EXPECTATIONS

All service expectations are detailed below. Any exception to service levels, below or above these expectations, will be noted.

S.E.1 - System Offering

Description: Each system has a contracted size and scope of service as outlined below:

- Aspen X stations, X pedal bikes, X e-bikes
- Basalt X stations, X bikes, X e-bikes
- Snowmass Village X stations, X bikes

Monthly Exceptions: None

S.E.2 - Bicycle Availability and Routine Maintenance

Description: No less than 90% of bikes will be available for use at any given time. Bike inspections, including routine maintenance and cleaning, will be performed on all bikes at the more frequent of 100 miles of ridership or 15 hours of ride time.

Monthly Exceptions: None

S.E.3 - Bicycle Repairs

Description: Any bike requiring repairs will be removed from service immediately upon discovery. Bikes will be repaired and re-deployed as soon as possible, but no later than 2 weeks from the initial notice of the bike issue. Any bike frame needing to be decommissioned due to severe damage will be noted in the monthly report.

Monthly Exceptions: None

S.E.4 - Station Maintenance and Repairs

Description: Preventative maintenance and detailed cleaning will be performed on a monthly basis for all stations. Following notification of station defects, repairs will be completed in the following manner:

- Defects impacting the usability of the entire station will be addressed as soon as staff are notified, with notice posted to riders as soon as possible if resolution is not immediately possible.
- Defective individual docking points will be covered and made inaccessible to riders the same day that notice is received. Repairs will be completed within one week of discovery.

Monthly Exceptions: None

S.E.5 - Website and Mobile Application Functionality

Description: Functionality issues with the website and/or mobile application will be addressed immediately upon notice. If there is an impact to riders, they will be notified through social media and/or email communications.

Monthly Exceptions: None

S.E.6 - Rider Safety

Description: Incident reports will be created for all reported rider incidents and will be available for review, upon request. In the event of an emergency or 911 reported incident, WE-cycle will notify the RFTA CEO within 24 hours by calling 970-319-8560 and e-mailing dblankenship@rfta.com.

Monthly Exceptions: None

S.E.7 - Sustainability

Description: All stations are 100% solar powered. All rebalancing and maintenance will be done with electric vehicles and electric bikes.

Monthly Exceptions: None

S.E.8 - Equity

Description: Provide bilingual (English and Spanish) communication, customer support, materials, and outreach/programming.

Monthly Exceptions: None

S.E.9 - Customer Support

Description: WE-cycle will provide customer support 7-days a week from 9am-5pm. All customer support inquiries will be responded to as soon as possible, but no later than 24 hours after the request is received.

Customer Support - Calls				
Numbers and Extensions	Calls	Voicemails	Common Reasons for Call	
1 - Sign up & Account Support				
2 - Bike Support				
3 - Sponsorship and Other				
704 - Movimiento en Bici				
Totals				
Customer Support - Website Submissions				
Selected Field	# of Su	bmissions	Common Reaso	ons for Submission
Feedback for the Team				
Report a Problem				
Problems with my WE-cycle account				
Suggest a Station Location				
Other				



MEMORANDUM

TO: Mayor and City Council

FROM: Perry Kleespies, Sr. Project Manager, Asset Management

THROUGH: Rob Schober, Director, Asset Management

MEMO DATE: June 30th, 2022

MEETING DATE: July 12th, 2022

RE: Rio Grande Parking Garage Fire Sprinkler System Replacement

REQUEST OF COUNCIL: Approval of a contract with Kubed Fire Suppression in the amount of \$502,216 for the replacement of the Rio Grande Parking Garage fire suppression system.

SUMMARY AND BACKGROUND:

The Rio Grande Parking Garage is an approximately 128,000sf facility that was completed in 1990. The fire sprinkler system that serves the entire garage is original to the building and is due for replacement. In 2019, City Staff and Western States Fire Protection investigated the current condition of the fire sprinkler system. Excessive corrosion and buildup were observed in the existing steel piping. The buildup of debris may plug up the fire sprinklers preventing them from discharging water. It was recommended that the fire sprinkler system be completely removed and replaced to ensure proper system operation in the event of a fire. In addition to the replacement of the existing fire suppression system, fire suppression pipe will be added in necessary unprotected areas in the garage to bring the parking garage up to code. A Nitrogen Generator System will be added to the new replaced fire suppression system to avoid future excessive corrosion and prolong the life of the new system.

DISCUSSION:

Staff is recommending approval of the attached contract 'Exhibit A' with Kubed Fire Suppression. Kubed Fire Suppression was one of four bidders that responded to a competitive RFP process and was selected through a standardized City of Aspen evaluation matrix.

FINANCIAL IMPACTS:

The project will be funded through the 451 Parking Fund. \$345,000 of spending authority for the Rio Grande Parking Garage Fire Sprinkler System Replacement Project 51406 is already allocated in 2022. Since the approval of these project funds and the subsequent budgeting process, the price of steel pipe has risen 2.5x. Staff is asking for an additional \$230,000 be approved for the project to fund the Kubed Fire Suppression contract and

ancillary electric and fire alarm work required to commission the new system. The additional \$230,000 will be appropriated via the Fall Supplemental.

ENVIRONMENTAL IMPACTS:

Existing steel pipe will be recycled.

ALTERNATIVES:

If the project is not performed the parking garage will remain a life safety hazard and not up to code.

RECOMMENDATIONS:

Staff recommends approval of the Kubed Fire Suppression contract.

CITY MANAGER COMMENTS:



CONTRACT FOR CONSTRUCTION 2022-222

THIS AGREEMENT, made and entered into on <u>6/30/2022</u>, by and between the **CITY OF ASPEN**, Colorado, hereinafter called the "City", and <u>KUBED FIRE SUPPRESSION</u>, hereinafter called the "Contractor".

WHEREAS, the City has caused to be prepared, in accordance with the law, specifications and other Contract Documents for the work herein described, and has approved and adopted said documents, and has caused to be published, in the manner and for the time required by law, an advertisement, for the project: RIO GRANDE PARKING GARAGE FIRE SPRINKLER REPLACEMENT, and,

WHEREAS, the Contractor, in response to such advertisement, or in response to direct invitation, has submitted to the City, in the manner and at the time specified, a sealed Bid in accordance with the terms of said Invitation for Bids; and,

WHEREAS, the City, in the manner prescribed by law, has publicly opened, examined, and canvassed the Bids submitted in response to the published Invitation for Bids therefore, and as a result of such canvass has determined and declared the Contractor to be the lowest responsible and responsive bidder for the said Work and has duly awarded to the Contractor a Contract for Construction therefore, for the sum or sums set forth herein;

NOW, THEREFORE, in consideration of the payments and Contract for Construction herein mentioned:

- 1. The Contractor shall commence and complete the construction of the Work as fully described in the Contract Documents.
- The Contractor shall furnish all of the materials, supplies, tools, equipment, labor and other services necessary for the construction and completion of the Work described herein.
- 3. The Contractor shall commence the work required by the Contract Documents within seven (7) consecutive calendar days after the date of "Notice to Proceed" and will complete the same by the date and time indicated in the Special Conditions unless the time is extended in accordance with appropriate provisions in the Contract Documents.
- 4. The Contractor agrees to perform all of the Work described in the Contract Documents and comply with the terms therein for a sum not to exceed <u>FIVE HUNDRED TWO THOUSAND TWO HUNDRED SIXTEEN (\$ 502,216) DOLLARS</u> or as shown on the BID proposal.

- 5. The term "Contract Documents" means and includes the documents listed in the City of Aspen General Conditions to Contracts for Construction (version GC97-2) and in the Special Conditions. The Contract Documents are included herein by this reference and made a part hereof as if fully set forth here.
- 6. The City shall pay to the Contractor in the manner and at such time as set forth in the General Conditions, unless modified by the Special Conditions, such amounts as required by the Documents.
- 7. This Contract for Construction shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns. Notwithstanding anything to the contrary contained herein or in the Contract Documents, this Contract for Construction shall be subject to the City of Aspen Procurement Code, Title 4 of the Municipal Code, including the approval requirements of Section 4-08-040. This agreement shall not be binding upon the City unless duly executed by the City Manager or the Mayor of the City of Aspen (or a duly authorized official in his/her absence) following a resolution of the Council of the City of Aspen authorizing the Mayor or City Manager (or a duly authorized official in his/her absence) to execute the same.
- 8. This agreement and all of the covenants hereof shall inure to the benefit of and be binding upon the City and the Contractor respectively and their agents, representatives, employees. Successors, assigns, and legal representatives. Neither the City nor the Contractor shall have the right to assign, transfer or sublet his or her interest or obligations hereunder without the written consent of the other party.
- 9. This agreement does not and shall not be deemed or construed to confer upon or grant to any third party or parties, except to parties to whom the Contractor or the City may assign this Contract for Construction in accordance with the specific written consent, any rights to claim damages or to bring suit, action or other proceeding against either the City or the Contractor because of any breach hereof or because of any of the terms, covenants, agreements or conditions herein contained.
- 10. No waiver of default by either party of any terms, covenants or conditions hereof to be performed, kept and observed by the other party shall be construed, or operate as, a waiver of any subsequent default of any of the terms, covenants or conditions herein contained, to be performed, kept and observed by the other party.
- 11. The parties agree that this Contract for Construction was made in accordance with the laws of the State of Colorado and shall be so construed. Venue is agreed to be kept exclusively in the courts of Pitkin County, Colorado.
- 12. In the event that legal action is necessary to enforce any of the provisions of this Contract for Construction, the prevailing party shall be entitled to its costs and reasonable attorney's fees.
- 13. This Contract for Construction was reviewed and accepted through the mutual efforts of the parties hereto, and the parties agree that no construction shall be made or presumption shall arise for or against either party based on any alleged unequal status of the parties in the negotiation, review or drafting of this Contract for Construction.

- 14. The undersigned representative of the Contractor, as an inducement to the City to execute this Contract for Construction, represents that he/she is an authorized representative of the Contractor for the purposes of executing this Contract for Construction and that he/she has full and complete authority to enter into this Contract for Construction for the terms and conditions specified herein.
- 15. This Agreement and any amendments hereto may be executed in several counterparts, each of which shall be deemed an original, and all of which together shall constitute one agreement binding on the Parties, notwithstanding the possible event that all Parties may not have signed the same counterpart. Furthermore, each Party consents to the use of electronic signatures by either Party. The Scope of Work, and any other documents requiring a signature hereunder, may be signed electronically in the manner agreed to by the Parties. The Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic documents, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.
- 16. Worker Without Authorization CRS §8-17.5-101 & §24-76.5-101

Purpose. During the 2021 Colorado legislative session, the legislature passed House Bill 21-1075 that amended current CRS §8-17.5-102 (1), (2)(a), (2)(b) introductory portion, and (2)(b)(III) as it relates to the employment of and contracting with a "worker without authorization" which is defined as an individual who is unable to provide evidence that the individual is authorized by the federal government to work in the United States. As amended, the current law prohibits all state agencies and political subdivisions, including the Owner, from knowingly hiring a worker without authorization to perform work under a contract, or to knowingly contract with a Consultant who knowingly hires with a worker without authorization to perform work under the contract. The law also requires that all contracts for services include certain specific language as set forth in the statutes. The following terms and conditions have been designed to comply with the requirements of this new law.

Definitions. The following terms are defined by this reference are incorporated herein and in any contract for services entered into with the Owner.

- .1 "E-verify program" means the electronic employment verification program created in Public Law 208, 104th Congress, as amended, and expanded in Public Law 156, 108th Congress, as amended, that is jointly administered by the United States Department of Homeland Security and the social security Administration, or its successor program.
- .2 "Department program" means the employment verification program established pursuant to Section 8-17.5-102(5)(c).
- .3 "Public Contract for Services" means this Agreement.

- .4 "Services" means the furnishing of labor, time, or effort by a Consultant or a subconsultant not involving the delivery of a specific end product other than reports that are merely incidental to the required performance.
- .5 "Worker without authorization" means an individual who is unable to provide evidence that the individual is authorized by the federal government to work in the United States

By signing this document, Consultant certifies and represents that at this time:

- 1. Consultant shall confirm the employment eligibility of all employees who are newly hired for employment to perform work under the public contract for services; and
- 2. Consultant has participated or attempted to participate in either the e verify program or the department program in order to verify that new employees are not workers without authorization.

Consultant hereby confirms that:

- 1. Consultant shall not knowingly employ or contract with a worker without authorization to perform work under the Public Contract for Services.
- 2. Consultant shall not enter into a contract with a subconsultant that fails to certify to the Consultant that the subconsultant shall not knowingly employ or contract with a worker without authorization to perform work under the Public Contract for Services.
- 3. Consultant has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under the public contract for services through participation in either the e-verify program or the department program.
- 4. Consultant shall not use the either the e-verify program or the department program procedures to undertake pre-employment screening of job applicants while the Public Contract for Services is being performed.

If Consultant obtains actual knowledge that a subconsultant performing work under the Public Contract for Services knowingly employs or contracts with a worker without authorization, Consultant shall:

- 1. Notify such subconsultant and the Owner within three days that Consultant has actual knowledge that the subconsultant is employing or subcontracting with a worker without authorization: and
- 2. Terminate the subcontract with the subconsultant if within three days of receiving the notice required pursuant to this section the subconsultant does not stop employing or contracting with the worker without authorization; except that Consultant shall not terminate the Public Contract for Services with the subconsultant if during such three days the subconsultant provides information to establish that the subconsultant has not knowingly employed or contracted with a worker without authorization.

Consultant shall comply with any reasonable request by the Colorado Department of Labor and Employment made in the course of an investigation that the Colorado Department of Labor and

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Employment undertakes or is undertaking pursuant to the authority established in Subsection 8-17.5-102 (5), C.R.S.

If Consultant violates any provision of the Public Contract for Services pertaining to the duties imposed by Subsection 8-17.5-102, C.R.S. the Owner may terminate this Agreement. If this Agreement is so terminated, Consultant shall be liable for actual damages to the Owner arising out of Consultant's violation of Subsection 8-17.5-102, C.R.S.

It is agreed that neither this agreement nor any of its terms, provisions, conditions, representations or covenants can be modified, changed, terminated or amended, waived, superseded or extended except by appropriate written instrument fully executed by the parties.

If any of the provisions of this agreement shall be held invalid, illegal or unenforceable it shall not affect or impair the validity, legality or enforceability of any other provision.

- 17. Contractor shall comply with any reasonable request by the Colorado Department of Labor and Employment made in the course of an investigation that the Colorado Department of Labor and Employment undertakes or is undertaking pursuant to the authority established in Subsection 8-17.5-102 (5), C.R.S.
- 18. If Contractor violates any provision of the Public Contract for Services pertaining to the duties imposed by Subsection 8-17.5-102, C.R.S. the City of Aspen may terminate the Public Contract for Services. If the Public Contract for Services is so terminated, Contractor shall be liable for actual and consequential damages to the City of Aspen arising out of Contractor's violation of Subsection 8-17.5-102, C.R.S.
- 19. This Agreement and any amendments hereto may be executed in several counterparts, each of which shall be deemed an original, and all of which together shall constitute one agreement binding on the Parties, notwithstanding the possible event that all Parties may not have signed the same counterpart. Furthermore, each Party consents to the use of electronic signatures by either Party. The Scope of Work, and any other documents requiring a signature hereunder, may be signed electronically in the manner agreed to by the Parties. The Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic documents, or a paper copy of a document bearing an electronic signature, on the grounds that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

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CONTRACT CLARIFICATIONS AND ASSUMPTIONS

INCLUSIONS:

- Work to be completed between September 26th 2022 and December 2nd, 2022
- Performance and Payment Bond
- Replacement of an entire existing Rio Grande Parking Garage dry-pipe sprinkler system based on NFPA 13 coverage with hydraulic calculations to meet or exceed state and local codes.
- Pricing includes reverse engineering system design/layout for not only the fabrication process but will also provide electronic records of the system design to the City of Aspen for permanent documentation.
- Permit/plan fees
- Once a contract is signed by both parties no change order for material escalation will be accepted.
- Add/Alternate #1: Management of waste/recycling of old pipe. Includes all dumpster and or dump fees
- Add/Alternate #2: Complete Nitrogen generator system: Compressor, dryer, generator, receiver tank, air maintenance device, purge vents, multiport header, and enough tubing pipe vents back to riser room for central viewing. 5 monitors mount all five monitoring stations in one central location (riser room) and run the sampling tubing as needed. Addition of a nitrogen generator will require additional inputs into the Fire Alarm panel. KFS will supply the wiring up to the Fire Alarm panel for the new components, but landing the wiring and any
 - programming will be the scope of the existing Fire Alarm System service provider.
- Add/Alternate #4: Adding schedule 10 pipe to system for (2) 6000-sf spaces that are not currently sprinklered in the lowest level of garage deemed 'storage areas'
- All piping and fittings to be Steel. Includes all pipe sizes as required by hydraulic calculations (1", 1-1/4", 1-1/2", 4" and 6" etc.). The pipe schedule is as follows: 1" Threadable Thinwall The equivalent schedule is ~27-30. 1-1/4" through 6" Sch 10
- Brass upright sprinklers
- Existing stairway standpipes and standpipe valves.
- Replacing the existing air compressors with new.
- Work starts at the outlet side of the existing dry pipe valves at the water entry/fire sprinkler room
- Replacing all drum-drips and purge points.
- Replaces all piping up to the FDC connection and includes the check valve for the FDC.
- The system must be kept operational with the exception of the direct area being worked on. KFS will isolate leg(s) at a time and replace them to get the system back in operation as quick as possible.
- The CoA will assist with strategically scheduling and blocking off the work areas.
- All tools, equipment, hangers, miscellaneous supplies required for work
- All current OSHA regulations will be followed, and appropriate PPE will be worn at all times.
- Fire stop, and or fire caulking where required

- Concrete or masonry core drilling, sleeving of concrete holes as required, and steel beam drilling. Drilling of standard LVL's included, but guidelines must be approved by structural engineer.
- The pipe inside the existing bathrooms above hard lids will be left as-is. New pipe and connections will be made and the closest fitting outside of bathrooms
- \$250 for every time a water or air filled system (\$450 for glycol) needs to be drained post rough-in inspection and \$400 per head for post installation modifications.

EXCLUSIONS:

- Replacement of work recently completed in Fire Entry Room: Backflow devices/main fire riser control. Fire riser manifolds
- Fire Alarm system modifications. Does not include wiring of KFS provided flow switches or tamper switches.
- Line voltage
- 3D design integration, only 2D design and blueprints.
- Removal/replacement of insulation, sheetrock, wiring, drop ceilings/grid work and framing wall Patching/painting. Installation of ceiling tiles around sprinkler heads
- Does not include providing means of permeant access (ladders, platforms, access panels) as required to any of the fire sprinkler equipment.
- Asset Department will be notified of any non-code required ancillary items or components the Aspen Fire Department deems necessary for the project as part of the Rough In or Final Inspection that has NOT been noted or requested during their permit application review. Request will be reviewed and approved via. change order prior to additional work being performed.
- Building heat, heat tracing, and temporary/permanent insulation to prevent freezing of system.
- Underground piping.
- Antifreeze solution.
- Fire extinguishers, cabinets, Knox box and caps.
- Overtime/premium labor including time over 40hr weeks, nights, and weekends. Contractor will cover overtime if behind schedule due contractors own performance
- No coverage in crawl spaces, attics, and other spaces not required by NFPA 13; unless noted otherwise in inclusions. All areas in garage currently covered will be replaced with new a new system
- Booster pumps, reservoir tanks, and other needs for adequate water supply requirements as required by water data analysis.
- Installation of water main coming into the building.

IN WITNESS WHEREOF, th	ne parties agree here	to have executed	this Contract	for Construction
on the date first above writte	an.			

ATTESTED BY:	CITY OF ASPEN, COLORADO
	By:
	Title:
APPROVED AS TO FORM:	
By: City Attorney	
CONTINACTOR:	By:
-7038/F8C/C55//F	6/30/2022 2:08:16 PM PDFrincipal

General Conditions for Construction Contracts and Special Conditions can be found on City of Aspen Website. https://www.cityofaspen.com/497/Purchasing

Note: Certification of Incorporation shall be executed if Contractor is a Corporation. If a partnership, the Contract shall be signed by a Principal and indicate title.

CERTIFICATE OF INCORPORATION

(To be completed if Contractor is a Corporation)

STATE OF)	
) SS. COUNTY OF)	
On this day of	, 20, before me appeared
being by me first duly sworn, did say that s/he is	to me personally known, who, s of and that the seal affixed
•	corporation, and that said instrument was signed nority of its board of directors, and said deponent
WITNESS MY HAND AND NOTARIAL SEAL written.	the day and year in this certificate first above
	Notary Public
	Address
My commission avairage	Address
My commission expires:	

RESOLUTION #087 (Series of 2022)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ASPEN, COLORADO, APPROVING A CONTRACT BETWEEN THE CITY OF ASPEN AND **KUBED FIRE SUPPRESSION** AUTHORIZING THE CITY MANAGER TO EXECUTE SAID CONTRACT ON BEHALF OF THE CITY OF ASPEN, COLORADO.

WHEREAS, there has been submitted to the City Council a contract for Rio Grande Parking Garage Fire Sprinkler System Replacement, between the City of Aspen and Kubed Fire Suppression, a true and accurate copy of which is attached hereto as Exhibit "A";

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ASPEN, COLORADO,

That the City Council of the City of Aspen hereby approves that Contract for, \$502,216 between the City of Aspen and **Kubed Fire Suppression** a copy of which is annexed hereto and incorporated herein, and does hereby authorize the City Manager to execute said agreement on behalf of the City of Aspen.

Aspen on the day of	ND ADOPTED by the City Council of the City of 2022.
	Torre, Mayor
foregoing is a true and accurate co	pointed and acting City Clerk do certify that the opy of that resolution adopted by the City lorado, at a meeting held,2022.
	Nicole Henning, City Clerk



MEMORANDUM

TO: Mayor Torre and City Council

FROM: Tessa Schreiner, Sustainability Manager

Tim Karfs, Sustainability Programs Administrator

THRU: CJ Oliver, Environmental Health and Sustainability Director

Phillip Supino, Community Development Director

MEMO DATE: July 12, 2022

MEETING DATE: July 12, 2022

RE: GoEV City Resolution

REQUEST OF COUNCIL:

This memo accompanies Resolution #088_Series 2022 (**Attachment A**) which declares Aspen a <u>GoEV City</u>. Staff requests City Council adopt the attached resolution and commit Aspen to a path to achieve 100% electric and zero-emission vehicles by 2050 which follows the same trajectory and net-zero outcome as the City's science-based carbon reduction goals.

BACKGROUND:

<u>Previous Action:</u> In 2021, City Council set three, two-year goals, one of which was a carbon goal that specifically calls for action in the transportation sector. In January 2022, City Council adopted science-based targets (SBTs) which tasks the City to reduce its carbon emissions footprint by 63% by 2030 and achieve 100% emissions reduction by 2050 compared to 2017 levels.

In May 2022, City Council provided direction on internal fleet electrification efforts for staff to explore ways to incorporate additional electric and zero emission vehicles in the municipal fleet. The direction acknowledged the growing selection of electric and zero emission vehicles on the market today and reaffirmed Aspen's desire to lead by example in the reduction of transportation related emissions in the community. City Council approved the following actions:

 Create an internal fleet electrification strategy document to leverage the work already performed by city departments to plan for the increased adoption of electric and zero emission vehicles (which includes equipment) in the municipal fleet. The fleet electrification plan intends to bring together department stakeholders to identify opportunities and overcome barriers to accommodate greater on-road and off-road vehicle electrification. The process for identifying which vehicles are suitable for replacement and planning for additional infrastructure necessary to

- charge and fuel them will be a collaborative effort between departments led by the Climate Action Office.
- Make the "GoEV City Commitment" to transition municipal and citywide transportation systems to 100% zero emission by 2050, which is in line with both Aspen's carbon goals, and City Council goals to reduce vehicle emissions and pollution.

<u>Coalition support:</u> GoEV City is a coalition of Colorado based cities and counties committed to achieving the transition to 100% electric and zero emission by 2050. There are currently ten members of the coalition and the group shares best practices for electrification through networks established within GoEV City. By pledging to become GoEV City's eleventh member, Aspen would benefit from the collective experience, and partnership of coalition members including Summit County, Denver, Longmont, Boulder, and Boulder County, and Golden.

<u>The GoEV City Commitment:</u> The Resolution (Attachment A) is the result of City Council approval of Staff's recommendations to join GoEV City and the associated pledge to electrify on-road and off-road transportation and equipment by 2050.

ENVIRONMENTAL IMPACTS:

The transportation sector and specifically the use of gasoline and diesel fuel represents one of the largest sources of emissions in Aspen both at the community and municipal level. To support the shift to electric and zero-emission vehicles in the community and to achieve carbon reductions on a timeline determined by Aspen's SBTs, the City should continue to focus on efforts to electrify vehicles and equipment it owns. These emissions reductions are directly within the City's span of control.

Zero emission vehicle adoption reduces pollution emanating from tailpipes, including ozone and particulate matter pollution. Aspen's commitment to GoEV City will support Staff's ability to learn from and incorporate best practices from other communities in Colorado. The pledge to transition vehicles to 100% electric and zero emission vehicles by 2050 also supports Staff in their efforts to communicate the sense of urgency behind reducing local tailpipe emissions to help offset the worst impacts of a global heating crisis.

FINANCIAL IMPACTS:

There are no financial costs associated with GoEV City membership beyond the dedication of Staff time to meet with coalition members.

STAFF RECOMMENDATION:

Staff recommends that Council approve the resolution to join GoEV City as a sign of its commitment to 100% electric and zero-emission transportation by 2050.

ALTERNATIVES:

Council could decide not to approve the resolution to join GoEV City and Staff would therefore proceed with transportation electrification plans outside of the coalition.

CITY MANAGER COMMENTS:	

RESOLUTION #088 (Series of 2022)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ASPEN, COLORADO, DECLARING ASPEN A GOEV CITY AND PLEDGE TO ELECTRIFY ON-ROAD AND OFF-ROAD TRANSPORTATION AND EQUIPMENT

WHEREAS, emissions from fossil fuel powered vehicles are now the largest source of greenhouse gas emissions both at the state and national levels, and is a contributing factor to air pollution and climate change, threatening the health of our citizens and the sustainability of our planet; and

WHEREAS, on-road transportation emissions are responsible for 11% of Aspen's total community emissions which is the third largest source of emissions in Aspen. In the municipal greenhouse gas inventory, where emissions directly related to City operations are measured, fleet fuel use was the second largest source (23%) of emissions in 2019, and the largest source (24%) in 2020; and

WHEREAS, the City of Aspen has made long-standing commitments to reduce its contributions to global greenhouse gas emissions, and specifically to reduce emissions in the transportation sector; and

WHEREAS, in 2021, the City of Aspen adopted bold science-based targets that call for a 63% reduction in emissions by 2030, and 100% reduction of emissions (net zero) by 2050 in reference to a 2017 emissions baseline; and

WHEREAS, the transportation sector needs support to move towards the adoption of clean energy technology, including electric vehicles, and zero emission vehicles (ZEV), that reduces our dependence on foreign fuels and supports a healthy environment and economy. Electric and ZEV technology includes on-road and off-road battery electric vehicles, plug-in hybrid electric vehicles, and hydrogen fuel cell vehicles; and

WHEREAS, the City of Aspen has demonstrated its support for electric and ZEVs through various actions and programs over the last decade, including the Climate Action Plan which led to the Aspen Community Electric Vehicle Readiness Plan in 2017, which created a roadmap for Aspen to transition from fossil fuel powered vehicles; and

WHEREAS, the City of Aspen's 100% renewable energy achievement in which it generates or procures all of its electricity supply from renewable sources provides a sturdy foundation for electric vehicles and equipment to be powered by clean energy; and

WHEREAS, electrification of cars, trucks, buses, and equipment is needed in order to achieve deep reductions in carbon pollution, and to reach Aspen's climate goals on a timeline specified by our science based targets; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ASPEN, COLORADO, THAT

The City Council of the City of Aspen approves the resolution declaring Aspen a GoEV City and pledges to strengthen its commitment to the following electrification objectives:

- Ensure that all strategies to reduce transportation related emissions and promote electric and ZEV use are centered in equity. Staff will continue to promote active and public transportation options ahead of driving.
- Continue to deliver on priorities outlined in the Aspen Community Electric Vehicle Readiness Plan and the Electric Vehicle Public Charging Infrastructure Masterplan which include building out its public-facing electric vehicle charging infrastructure to reach forty, plus or minus 5, charging plugs by 2026.
- Create a municipal fleet electrification plan to present to City Council for approval
 that brings together multiple stakeholders across different departments to
 strategize how to add electric and ZEVs to the city owned fleet to reach Aspen's
 net-zero carbon goal by 2050. The plan will investigate the upfront and annual
 operating costs of electric vehicles and analyze internal electric vehicle charging
 and ZEV fueling needs to accommodate these vehicles. In doing so, the plan
 aims to develop a process to support increased ZEV adoption.
- Transition to medium and heavy-duty ZEVs and off-road equipment as these
 vehicles become available in Colorado if they can fully support the needs of the
 departments operations and departmental budgets can accommodate both
 vehicle acquisition and the associated charging infrastructure.
- Work with municipal partners, including transit partners, in support of their efforts to reduce emissions and share lessons learned from the Aspen municipal fleet electrification experience with these partners.
- Work with community partners, including and not limited to taxis, carshare, hotels, and private organizations, to transition shared fleet vehicles to full electric and ZEVs.
- Work with the community on programs, policies, incentives, and regulatory approaches to transition vehicles within the city to zero emissions by 2050.
- Continue to develop partnerships with micro-mobility partners to promote the use
 of fossil fuel-free alternative transportation options such as electric bikes and
 bicycles.

	Torre, Mayor
12th day of July 2022.	
INTRODUCED, READ AND ADOPTED by the C	Lity Council of the City of Aspen on the

I, Nicole Henning, duly appointed and acting City Clerk do certify that the aforegoing is a true and accurate copy of that resolution adopted by the City Coun	icil of
the City of Aspen, Colorado, at a meeting held, July 12, 2022.	0.1 01
Nicole Henning, City	/ Clerk
.	



INFORMATION MEMORANDUM

TO: Mayor and City Council

FROM: Trish Aragon, P.E., City Engineer

Diane Foster, Assistant City Manager

THROUGH: Scott Miller, Director Public Works

Pete Rice, P.E., Division Manager

Mike Horvath, P.E., Senior Project Manager Jack Danneberg, P.E., Project Manager

MEMO DATE: July 5, 2022

MEETING DATE: July 12, 2022

RE: Entrance to Aspen Public Education and Communication Services

Contract

REQUEST OF COUNCIL: Staff recommends Council approve the Entrance to Aspen Public

Education and Services Contract in the amount of \$88,489 which includes \$58,950 for the base scope and \$29,539 for additional services for radio and social media support along with meetings with key influencers.

SUMMARY AND BACKGROUND: Acknowledging that it has been 15 years since there was a community dialog around the Entrance to Aspen (ETA), Council requested that the City spend the next year updating project materials and educating the community about the Record of Decision (ROD) and the Preferred Alternative(PA) with the goal of creating a shared understanding in the community of what the ETA project is, what elements of the ETA project have already been implemented, and what challenges solves and does not solve.

On November 1, 2021 the budget supplemental for the 2022 Entrance to Aspen Education Project was discussed. During that meeting Council appropriated \$150,000 for consulting services for a community education campaign around the Record of Decision for the Entrance to Aspen. These services were to include the following:

- Creation of a web site and document library
- Print campaign
- Community survey and polling
- Public open houses
- Grassroots videos

On the April 18, 2022 Worksession, Council supported the following three components of the Entrance to Aspen Education Project:

- Technical Analysis
 — Obtain clarity around the current state of the Record of Decision and the Preferred Alternative;
- Engage with the Colorado Department of Transportation (CDOT) Understand the risks of opening the Record of Decision (ROD) & potential for funding; and
- Community Education

 Update the ETA materials and plan to prepare for a community education campaign.

 into list.

DISCUSSION: The Community Education component of the Entrance to Aspen Education Project includes updating the ETA materials, as well as the planning and execution a community education process.

It is important to note that this public education process is not a substitute for a full community engagement process that will be needed if City Council want to move forward with either implementation of the last elements of the Preferred Alternative or if City Council would like to pursue reopening the Record of Decision.

In order to complete the Community Education component to the Entrance to Aspen Education Project, RFP Public Education and Communication Services was advertised for bid on May 4th, 2022. Two (2) bids were received and opened on June 9th, 2022.

Bids that were received from the two (2) Consultants are summarized below:

All In Strategic Consulting	\$44,500
Darnauer-Manifest Communications	\$58,950

Bids were evaluated based on firm experience, team experience, project approach, and cost. Daunauer-Manifest Communications was identified by staff as the most qualified bidder.

Daunauer-Manifest Communications has experience in various City projects and has performed well in previous contracts. Staff recommends that it is in the City's best interests to award the contract to this vendor.

Daunauer-Manifest Communications provided a comprehensive project approach. Utilizing their expertise, the project team made recommendations in the proposal for additional tasks such as additional media outreach, additional time with key influencers and poll distribution to stake

holders. The described additional scope totals \$29,539. Staff agrees that the additional scope is critical to the success of the project.

FINANCIAL IMPACTS: Funding equal to \$150,000 for this project was appropriated within the 2022 Asset Management Plan Fund budget, under project 141.132.10010.52199.30115: Entrance to Aspen. Below are budget estimates for the three components of the Entrance to Aspen Education Project.

Technical Analysis

\$24,957 of the existing budget will be utilized for a technical analysis of the projects. We are currently under contract with HNTP, Corp for this portion of the work. This contract includes the further education of staff on the history of the project. HNTP will review past documents and inform staff on implementation and mitigation of past documents.

Video Production Services

\$29,280 of the existing budget is being utilize to develop two videos. One shall be a long form informative video that is approximately 4 to 6 minutes in length and describes the project in depth. A second short form version that should be no longer than 90 seconds and is a concise summary of the project which will be formatted for social media use. These videos are intended to educate and inform Aspen residents and the public about the proposed improvements to the Entrance to Aspen (ETA), Record of Decision, Project Development, etc.

Step Three Community Education:

\$88,489 includes Updating the Website & Document Library including Grassroots Videos, Print & Social Media Education Campaign, Public Open Houses, in person when possible, Media Support, Polling at the End of the Public Education Process

ENVIRONMENTAL IMPACTS: The Entrance to Aspen project focuses on transit preference solutions to decrease greenhouse gas emissions from general purpose vehicles. Replacing the Castle Creek Bridge is a critical investment in the City of Aspen's future and will define public transportation for many decades to come.

The intent of the Entrance to Aspen is to meet the local community's needs and desires, including the following:

- Meets project need and intent and 10 project objectives as outlined in the Preferred Alternative (refer to Attachment A: 10 project objectives)
- Provides capacity for forecasted person trips, but limit vehicle trips
- Reduces accident rate on "S" curves.
- Provides alternate route for emergency vehicles
- Minimizes negative impacts on the environment, open space, and historic & recreational resources

- Reflects character and scale of Aspen
- Aesthetically acceptable solution
- Allows for future transit options and upgrades

STAFF RECOMMENDATION: Staff recommends Council approve the Entrance to Aspen Public Education and Communications Contract to Daunauer-Manifest Communications for \$88,489 which includes \$58,950 for the base scope and \$29,539 for additional services for radio and social media support along with meetings with key influencers.

PROPOSED MOTION: "I move to approve Resolution No. 089, Series of 2022."		
CITY MANAGER COMMENTS:	_	

ATTACHMENT A – Contract for Daunauer-Manifest Communications ATTACHMENT B – Daunauer-Manifest Communications Proposal

RESOLUTION #089 (Series of 2022)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ASPEN, COLORADO, APPROVING A CONTRACT BETWEEN THE CITY OF ASPEN AND DARNAUER-MANIFEST COMMUNICATIONS AND AUTHORIZING THE CITY MANAGER TO EXECUTE SAID CONTRACT ON BEHALF OF THE CITY OF ASPEN, COLORADO.

WHEREAS, there has been submitted to the City Council a contract for Entrance to Aspen Public Education and Communication Services, between the City of Aspen and Daunauer-Manifest Communications, a true and accurate copy of which is attached hereto as Exhibit "A".

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ASPEN, COLORADO,

That the City Council of the City of Aspen hereby approves that Contract for Entrance to Aspen Public Education and Communication Services between the City of Aspen and Daunauer-Manifest Communications, a copy of which is annexed hereto and incorporated herein and does hereby authorize the City Manager to execute said agreement on behalf of the City of Aspen.

INTRODUCED, READ AND ADOPTED by the City Council of the City of Aspen on the 12th day of July 2022.

Torre, Mayor	

I, Nicole Henning, duly appointed and acting City Clerk do certify that the foregoing is a true and accurate copy of that resolution adopted by the City Council of the City of Aspen, Colorado, at a meeting held, July 12th, 2022.

Nicole Henning, City Clerk



CITY OF ASPEN STANDARD FORM OF AGREEMENT

PROFESSIONAL SERVICES

City of Aspen Contract No.: 2022-221.

AGREEMENT made this 23 day of June, in the year 2022.

BETWEEN the City:

The City of Aspen c/o Sara Ott 427 Rio Grande Place Aspen, Colorado 81611 Phone: (970) 920-5079

And the Professional:

Manifest Communication c/o Rachel Brenneman 600 E Hopkins Suite 303 Aspen, CO 81611 Phone: 303-931-0922

Contract Amount:

Total: \$88,489

If this Agreement requires the City to pay an amount of money in excess of \$50,000.00 it shall not be deemed valid until it has been approved by the City Council of the City of Aspen.

City Council Approval:

Date: July 12th. 2022

Resolution No.: TBA

For the Following Project:

Entrance to Aspen: Public Education/Outreach

Exhibits appended and made a part of this Agreement:

Exhibit A: Scope of Work. Exhibit B: Fee Schedule.

The City and Professional agree as set forth below.

- 1. <u>Scope of Work</u>. Professional shall perform in a competent and professional manner the Scope of Work as set forth at **Exhibit A** attached hereto and by this reference incorporated herein.
- 2. <u>Completion</u>. Professional shall commence Work immediately upon receipt of a written Notice to Proceed from the City and complete all phases of the Scope of Work as expeditiously as is consistent with professional skill and care and the orderly progress of the Work in a timely manner. The parties anticipate that all Work pursuant to this Agreement shall be completed no later than <u>February 28, 2023</u>. Upon request of the City, Professional shall submit, for the City's approval, a schedule for the performance of Professional's services which shall be adjusted as required as the project proceeds, and which shall include allowances for periods of time required by the City's project engineer for review and approval of submissions and for approvals of authorities having jurisdiction over the project. This schedule, when approved by the City, shall not, except for reasonable cause, be exceeded by the Professional.
- 3. <u>Payment</u>. In consideration of the work performed, City shall pay Professional on a time and expense basis for all work performed. The hourly rates for work performed by Professional shall not exceed those hourly rates set forth at **Exhibit B** appended hereto. Except as otherwise mutually agreed to by the parties the payments made to Professional shall not initially exceed the amount set forth above. Professional shall submit, in timely fashion, invoices for work performed. The City shall review such invoices and, if they are considered incorrect or untimely, the City shall review the matter with Professional within ten days from receipt of the Professional's bill.
- 4. <u>Non-Assignability</u>. Both parties recognize that this Agreement is one for personal services and cannot be transferred, assigned, or sublet by either party without prior written consent of the other. Sub-Contracting, if authorized, shall not relieve the Professional of any of the responsibilities or obligations under this Agreement. Professional shall be and remain solely responsible to the City for the acts, errors, omissions or neglect of any subcontractors' officers, agents and employees, each of whom shall, for this purpose be deemed to be an agent or employee of the Professional to the extent of the subcontract. The City shall not be obligated to pay or be liable for payment of any sums due which may be due to any sub-contractor.
- 5. <u>Termination of Procurement.</u> The sale contemplated by this Agreement may be canceled by the City prior to acceptance by the City whenever for any reason and in its sole discretion the City shall determine that such cancellation is in its best interests and convenience.
- 6. <u>Termination of Professional Services</u>. The Professional or the City may terminate the Professional Services component of this Agreement, without specifying the reason therefor, by giving notice, in writing, addressed to the other party, specifying the effective date of the termination. No fees shall be earned after the effective date of the termination. Upon any termination, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, reports or other material prepared by the Professional pursuant to this Agreement shall become the property of the City. Notwithstanding the above, Professional shall not be relieved of any liability to the City for damages sustained by the City by virtue of any breach of this Agreement by the Professional, and the City may withhold any payments to the Professional for the purposes of set-off until such time as the exact amount of damages due the City from the Professional may be determined.

- 7. Independent Contractor Status. It is expressly acknowledged and understood by the parties that nothing contained in this agreement shall result in, or be construed as establishing an employment relationship. Professional shall be, and shall perform as, an independent Contractor who agrees to use his or her best efforts to provide the said services on behalf of the City. No agent, employee, or servant of Professional shall be, or shall be deemed to be, the employee, agent or servant of the City. City is interested only in the results obtained under this contract. The manner and means of conducting the work are under the sole control of Professional. None of the benefits provided by City to its employees including, but not limited to, workers' compensation insurance and unemployment insurance, are available from City to the employees, agents or servants of Professional. Professional shall be solely and entirely responsible for its acts and for the acts of Professional's agents, employees, servants and subcontractors during the performance of this contract. Professional shall indemnify City against all liability and loss in connection with, and shall assume full responsibility for payment of all federal, state and local taxes or contributions imposed or required under unemployment insurance, social security and income tax law, with respect to Professional and/or Professional's employees engaged in the performance of the services agreed to herein.
- Indemnification. Professional agrees to indemnify and hold harmless the City, its officers, employees, insurers, and self-insurance pool, from and against all liability, claims, and demands, on account of injury, loss, or damage, including without limitation claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with this contract, to the extent and for an amount represented by the degree or percentage such injury, loss, or damage is caused in whole or in part by, or is claimed to be caused in whole or in part by, the wrongful act, omission, error, professional error, mistake, negligence, or other fault of the Professional, any subcontractor of the Professional, or any officer, employee, representative, or agent of the Professional or of any subcontractor of the Professional, or which arises out of any workmen's compensation claim of any employee of the Professional or of any employee of any subcontractor of the Professional. The Professional agrees to investigate, handle, respond to, and to provide defense for and defend against, any such liability, claims or demands at the sole expense of the Professional, or at the option of the City, agrees to pay the City or reimburse the City for the defense costs incurred by the City in connection with, any such liability, claims, or demands. If it is determined by the final judgment of a court of competent jurisdiction that such injury, loss, or damage was caused in whole or in part by the act, omission, or other fault of the City, its officers, or its employees, the City shall reimburse the Professional for the portion of the judgment attributable to such act, omission, or other fault of the City, its officers, or employees.

9. Professional's Insurance.

(a) Professional agrees to procure and maintain, at its own expense, a policy or policies of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by the Professional pursuant to Section 8 above. Such insurance shall be in addition to any other insurance requirements imposed by this contract or by law. The Professional shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to Section 8 above by reason of its failure to procure or maintain insurance, or by reason of its failure to procure or maintain insurance in sufficient amounts, duration, or types.

- (b) Professional shall procure and maintain, and shall cause any subcontractor of the Professional to procure and maintain, the minimum insurance coverages listed below. Such coverages shall be procured and maintained with forms and insurance acceptable to the City. All coverages shall be continuously maintained to cover all liability, claims, demands, and other obligations assumed by the Professional pursuant to Section 8 above. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.
 - (i) Worker's Compensation insurance to cover obligations imposed by applicable laws for any employee engaged in the performance of work under this contract, and Employers' Liability insurance with minimum limits of ONE MILLION DOLLARS (\$1,000,000.00) for each accident, ONE MILLION DOLLARS (\$1,000,000.00) disease policy limit, and ONE MILLION DOLLARS (\$1,000,000.00) disease each employee. Evidence of qualified self-insured status may be substituted for the Worker's Compensation requirements of this paragraph.
 - (ii) Commercial General Liability insurance with minimum combined single limits of TWO MILLION DOLLARS (\$2,000,000.00) each occurrence and THREE MILLION DOLLARS (\$3,000,000.00) aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, independent contractors, products, and completed operations. The policy shall include coverage for explosion, collapse, and underground hazards. The policy shall contain a severability of interests provision.
 - (iii) Comprehensive Automobile Liability insurance with minimum combined single limits for bodily injury and property damage of not less than ONE MILLION DOLLARS (\$1,000,000.00) each occurrence and ONE MILLION DOLLARS (\$1,000,000.00) aggregate with respect to each Professional's owned, hired and non-owned vehicles assigned to or used in performance of the Scope of Work. The policy shall contain a severability of interests provision. If the Professional has no owned automobiles, the requirements of this Section shall be met by each employee of the Professional providing services to the City under this contract.
 - (iv) *Professional Liability* insurance with the minimum limits of ONE MILLION DOLLARS (\$1,000,000) each claim and TWO MILLION DOLLARS (\$2,000,000) aggregate.
- (c) The policy or policies required above shall be endorsed to include the City and the City's officers and employees as additional insureds. Every policy required above shall be primary insurance, and any insurance carried by the City, its officers or employees, or carried by or provided through any insurance pool of the City, shall be excess and not contributory insurance to that provided by Professional. No additional insured endorsement to the policy required above shall contain any exclusion for bodily injury or property

damage arising from completed operations. The Professional shall be solely responsible for any deductible losses under any policy required above.

- (d) The certificate of insurance provided to the City shall be completed by the Professional's insurance agent as evidence that policies providing the required coverages, conditions, and minimum limits are in full force and effect, and shall be reviewed and approved by the City prior to commencement of the contract. No other form of certificate shall be used. The certificate shall identify this contract and shall provide that the coverages afforded under the policies shall not be canceled, terminated or materially changed until at least thirty (30) days prior written notice has been given to the City.
- (e) Failure on the part of the Professional to procure or maintain policies providing the required coverages, conditions, and minimum limits shall constitute a material breach of contract upon which City may immediately terminate this contract, or at its discretion City may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by City shall be repaid by Professional to City upon demand, or City may offset the cost of the premiums against monies due to Professional from City.
- (f) City reserves the right to request and receive a certified copy of any policy and any endorsement thereto.
- (g) The parties hereto understand and agree that City is relying on, and does not waive or intend to waive by any provision of this contract, the monetary limitations (presently \$350,000.00 per person and \$990,000 per occurrence) or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, Section 24-10-101 *et seq.*, C.R.S., as from time to time amended, or otherwise available to City, its officers, or its employees.
- 10. <u>City's Insurance</u>. The parties hereto understand that the City is a member of the Colorado Intergovernmental Risk Sharing Agency (CIRSA) and as such participates in the CIRSA Property/Casualty Pool. Copies of the CIRSA policies and manual are kept at the City of Aspen Risk Management Department and are available to Professional for inspection during normal business hours. City makes no representations whatsoever with respect to specific coverages offered by CIRSA. City shall provide Professional reasonable notice of any changes in its membership or participation in CIRSA.
- 11. <u>Completeness of Agreement</u>. It is expressly agreed that this agreement contains the entire undertaking of the parties relevant to the subject matter thereof and there are no verbal or written representations, agreements, warranties or promises pertaining to the project matter thereof not expressly incorporated in this writing.
- 12. <u>Notice</u>. Any written notices as called for herein may be hand delivered or mailed by certified mail return receipt requested to the respective persons and/or addresses listed above.
- 13. <u>Non-Discrimination</u>. No discrimination because of race, color, creed, sex, marital status, affectional or sexual orientation, family responsibility, national origin, ancestry, handicap, or religion shall be made in the employment of persons to perform services under this contract.

Professional agrees to meet all of the requirements of City's municipal code, Section 15.04.570, pertaining to non-discrimination in employment.

- 14. <u>Waiver</u>. The waiver by the City of any term, covenant, or condition hereof shall not operate as a waiver of any subsequent breach of the same or any other term. No term, covenant, or condition of this Agreement can be waived except by the written consent of the City, and forbearance or indulgence by the City in any regard whatsoever shall not constitute a waiver of any term, covenant, or condition to be performed by Professional to which the same may apply and, until complete performance by Professional of said term, covenant or condition, the City shall be entitled to invoke any remedy available to it under this Agreement or by law despite any such forbearance or indulgence.
- 15. Execution of Agreement by City. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns. Notwithstanding anything to the contrary contained herein, this Agreement shall not be binding upon the City unless duly executed by the Mayor of the City of Aspen (or a duly authorized official in his absence) following a Motion or Resolution of the Council of the City of Aspen authorizing the Mayor (or a duly authorized official in his absence) to execute the same.

16. Worker Without Authorization prohibited – CRS §8-17.5-101 & §24-76.5-101

Purpose. During the 2021 Colorado legislative session, the legislature passed House Bill 21-1075 that amended current CRS §8-17.5-102 (1), (2)(a), (2)(b) introductory portion, and (2)(b)(III) as it relates to the employment of and contracting with a "worker without authorization" which is defined as an individual who is unable to provide evidence that the individual is authorized by the federal government to work in the United States. As amended, the current law prohibits all state agencies and political subdivisions, including the Owner, from knowingly hiring a worker without authorization to perform work under a contract, or to knowingly contract with a Consultant who knowingly hires with a worker without authorization to perform work under the contract. The law also requires that all contracts for services include certain specific language as set forth in the statutes. The following terms and conditions have been designed to comply with the requirements of this new law.

Definitions. The following terms are defined by this reference are incorporated herein and in any contract for services entered into with the Owner.

- 1. "E-verify program" means the electronic employment verification program created in Public Law 208, 104th Congress, as amended, and expanded in Public Law 156, 108th Congress, as amended, that is jointly administered by the United States Department of Homeland Security and the social security Administration, or its successor program.
- 2. "Department program" means the employment verification program established pursuant to Section 8-17.5-102(5)(c).
- 3. "Public Contract for Services" means this Agreement.

- 4. "Services" means the furnishing of labor, time, or effort by a Consultant or a subconsultant not involving the delivery of a specific end product other than reports that are merely incidental to the required performance.
- 5. "Worker without authorization" means an individual who is unable to provide evidence that the individual is authorized by the federal government to work in the United States

By signing this document, Consultant certifies and represents that at this time:

- 1. Consultant shall confirm the employment eligibility of all employees who are newly hired for employment to perform work under the public contract for services; and
- 2. Consultant has participated or attempted to participate in either the e-verify program or the department program in order to verify that new employees are not workers without authorization.

Consultant hereby confirms that:

- 1. Consultant shall not knowingly employ or contract with a worker without authorization to perform work under the Public Contract for Services.
- 2. Consultant shall not enter into a contract with a subconsultant that fails to certify to the Consultant that the subconsultant shall not knowingly employ or contract with a worker without authorization to perform work under the Public Contract for Services.
- 3. Consultant has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under the public contract for services through participation in either the e-verify program or the department program.
- 4. Consultant shall not use the either the e-verify program or the department program procedures to undertake pre-employment screening of job applicants while the Public Contract for Services is being performed.

If Consultant obtains actual knowledge that a subconsultant performing work under the Public Contract for Services knowingly employs or contracts with a worker without authorization, Consultant shall:

- 1. Notify such subconsultant and the Owner within three days that Consultant has actual knowledge that the subconsultant is employing or subcontracting with a worker without authorization; and
- 2. Terminate the subcontract with the subconsultant if within three days of receiving the notice required pursuant to this section the subconsultant does not stop employing or contracting with the worker without authorization; except that Consultant shall not terminate the Public Contract for Services with the subconsultant if during such three days the subconsultant provides information to establish that the subconsultant has not knowingly employed or contracted with a worker without authorization.

Consultant shall comply with any reasonable request by the Colorado Department of Labor and Employment made in the course of an investigation that the Colorado Department of Labor and Employment undertakes or is undertaking pursuant to the authority established in Subsection 8-17.5-102 (5), C.R.S.

If Consultant violates any provision of the Public Contract for Services pertaining to the duties imposed by Subsection 8-17.5-102, C.R.S. the Owner may terminate this Agreement. If this Agreement is so terminated, Consultant shall be liable for actual damages to the Owner arising out of Consultant's violation of Subsection 8-17.5-102, C.R.S.

It is agreed that neither this agreement nor any of its terms, provisions, conditions, representations or covenants can be modified, changed, terminated or amended, waived, superseded or extended except by appropriate written instrument fully executed by the parties.

If any of the provisions of this agreement shall be held invalid, illegal or unenforceable it shall not affect or impair the validity, legality or enforceability of any other provision.

- 17. Warranties Against Contingent Fees, Gratuities, Kickbacks and Conflicts of Interest.
 - (a) Professional warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Professional for the purpose of securing business.
 - (b) Professional agrees not to give any employee of the City a gratuity or any offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to this Agreement, or to any solicitation or proposal therefore.
 - (c) Professional represents that no official, officer, employee or representative of the City during the term of this Agreement has or one (1) year thereafter shall have any interest, direct or indirect, in this Agreement or the proceeds thereof, except those that may have been disclosed at the time City Council approved the execution of this Agreement.
 - (d) In addition to other remedies it may have for breach of the prohibitions against contingent fees, gratuities, kickbacks and conflict of interest, the City shall have the right to:
 - 1. Cancel this Purchase Agreement without any liability by the City;
 - 2. Debar or suspend the offending parties from being a Professional, contractor or subcontractor under City contracts;
 - 3. Deduct from the contract price or consideration, or otherwise recover, the value of anything transferred or received by the Professional; and

- 4. Recover such value from the offending parties.
- 18. <u>Fund Availability</u>. Financial obligations of the City payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted and otherwise made available. If this Agreement contemplates the City utilizing state or federal funds to meet its obligations herein, this Agreement shall be contingent upon the availability of those funds for payment pursuant to the terms of this Agreement.

19. General Terms.

- (a) It is agreed that neither this Agreement nor any of its terms, provisions, conditions, representations or covenants can be modified, changed, terminated or amended, waived, superseded or extended except by appropriate written instrument fully executed by the parties.
- (b) If any of the provisions of this Agreement shall be held invalid, illegal or unenforceable it shall not affect or impair the validity, legality or enforceability of any other provision.
- (c) The parties acknowledge and understand that there are no conditions or limitations to this understanding except those as contained herein at the time of the execution hereof and that after execution no alteration, change or modification shall be made except upon a writing signed by the parties.
- (d) This Agreement shall be governed by the laws of the State of Colorado as from time to time in effect. Venue is agreed to be exclusively in the courts of Pitkin County, Colorado.
- Electronic Signatures and Electronic Records 20. This Agreement and amendments hereto may be executed in several counterparts, each of which shall be deemed an original, and all of which together shall constitute one agreement binding on the Parties, notwithstanding the possible event that all Parties may not have signed the same counterpart. Furthermore, each Party consents to the use of electronic signatures by either Party. The Scope of Work, and any other documents requiring a signature hereunder, may be signed electronically in the manner agreed to by the Parties. The Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic documents, or a paper copy of a document bearing an electronic signature, on the grounds that it is an electronic record or electronic signature or that it is not in its original form or is not an original.
- 21. <u>Successors and Assigns</u>. This Agreement and all of the covenants hereof shall inure to the benefit of and be binding upon the City and the Professional respectively and their agents, representatives, employee, successors, assigns and legal representatives. Neither the City nor the

Professional shall have the right to assign, transfer or sublet its interest or obligations hereunder without the written consent of the other party.

- 22. <u>Third Parties</u>. This Agreement does not and shall not be deemed or construed to confer upon or grant to any third party or parties, except to parties to whom Professional or City may assign this Agreement in accordance with the specific written permission, any right to claim damages or to bring any suit, action or other proceeding against either the City or Professional because of any breach hereof or because of any of the terms, covenants, agreements or conditions herein contained.
- 23. <u>Attorney's Fees</u>. In the event that legal action is necessary to enforce any of the provisions of this Agreement, the prevailing party shall be entitled to its costs and reasonable attorney's fees.
- 24. <u>Waiver of Presumption</u>. This Agreement was negotiated and reviewed through the mutual efforts of the parties hereto and the parties agree that no construction shall be made or presumption shall arise for or against either party based on any alleged unequal status of the parties in the negotiation, review or drafting of the Agreement.
- 25. <u>Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion.</u> Professional certifies, by acceptance of this Agreement, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in any transaction with a Federal or State department or agency. It further certifies that prior to submitting its Bid that it did include this clause without modification in all lower tier transactions, solicitations, proposals, contracts and subcontracts. In the event that Professional or any lower tier participant was unable to certify to the statement, an explanation was attached to the Bid and was determined by the City to be satisfactory to the City.
- 26. <u>Integration and Modification</u>. This written Agreement along with all Contract Documents shall constitute the contract between the parties and supersedes or incorporates any prior written and oral agreements of the parties. In addition, Professional understands that no City official or employee, other than the Mayor and City Council acting as a body at a council meeting, has authority to enter into an Agreement or to modify the terms of the Agreement on behalf of the City. Any such Agreement or modification to this Agreement must be in writing and be executed by the parties hereto.
- 27. <u>Authorized Representative</u>. The undersigned representative of Professional, as an inducement to the City to execute this Agreement, represents that he/she is an authorized representative of Professional for the purposes of executing this Agreement and that he/she has full and complete authority to enter into this Agreement for the terms and conditions specified herein.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement of which shall be deemed an original on the date first written above.

CITY OF ASPEN, COLORADO:

PROFESSIONAL:

	Pocusigned by: Kalul Brunuman 68317CFC56E54B9		
[Signature]	[Signature]		
Ву:	Rachel Brenneman By:		
[Name]	[Name]		
Title:	Title: Owner		
Date:	Date: 6/24/2022 10:33:44 AM PDT		
Approve as to Form:			
 City Attorney			

General Conditions and Special Conditions can be found on City of Aspen Website.

https://www.cityofaspen.com/497/Purchasing

EXHIBIT A: Scope of Work

- 1 Research Get 100% up to speed on the ROD, FEIS, Preferred Alternative, re-evaluation, criteria for evaluating, the decision making process, CDOT/FHWA next steps, etc.
- 2 Situation Assessment Interview key supporters and opponents to the Preferred Alternative as well as individuals that have been active in the process thus far. Capturing feedback from these interviews as well as from all events via a questionnaire would benchmark general community understanding of the ETA, past and present.

3 - Strategic Planning

- a. Stakeholder Identification Develop a comprehensive list of stakeholders that represent the entire community as well as ways to reach them. In addition to the segments mentioned in the stakeholder section above, it is worth mentioning our relationships with groups like the Rotary Club of Aspen and Snowmass Village, ACRA, Aspen Lodging Commission, Aspen School District, Aspen Skiing Company, political groups, GoSnowmass, Basalt Chamber, Pitkin County, the Pitkin County Incident Management Team and the Public Safety Council, Roaring Fork Transit Authority, EOTC.
- Messaging Craft simple, concise content that will help individuals understand this complex/dynamic 45+ year process. This would include an overview, brief history, and where we are now/where do we go from here. This typically takes the form of a project website, but in this case will be a digital fact sheet and FAQ that can be repurposed for various communication purposes COA and CDOT website, posters for in-person event, online event presentation, small flyer, etc. In addition, a project slogan or tagline can help people identify with the project similarly to the way consumers build brand awareness with a product or service.
- 4 Website Update Revamp the City of Aspen ETA website page with updated project messaging/FAQ/documents and video/graphics from the other project consultant.

5 - Media Campaign

- A. Print Campaign Leverage messaging (especially project slogan/tagline) to create print ads for local papers as well as flyers (old school, but effective) to support events. Because the media buy budget is included in the RFP total, the ad campaign will be very targeted to support mainly events..
- B. Social Media We will provide a very simple campaign editorial calendar to the COA communications department that will include graphics and supporting posts for their channels. This will include Facebook event content, video clips with community leaders/stakeholders. These assets could also be shared with Pitkin County and Snowmass Village with the project team's approval. A budget will be allocated to geographically-targeted paid social.
 - a. Ilianna Renteria This stalwart Latina community member has played an incredible role in communicating about COVID and other important valley issues via her Facebook page for the past three years. We would suggest a multi-month partnership with her to educate her followers about the project and events.
- C. Radio Radio is a smart and cost-effective way to reach targeted stakeholders, especially Spanish speakers. We would include a small radio buy with La Tricolore and other local English-speaking stations.
- 6 Partnerships Leverage the constituents/network of the following organizations to spread the word about the campaign and events.
 - A. Intergovernmental
 - a. Pitkin County and Town of Snowmass Village As stated above, it is our understanding that if Aspen City Council wants to move forward with the project, it will open up to a county-wide conversation and thus it is important to work closely with both entities to keep their constituents informed.
 - B. Spanish serving organizations Work with Valley Settlement, Voces Unidas, English in Action, Manaus to invite the Latino community to appropriate events and/or share information in Spanish.

- 7 Event Planning In addition to one traditional open house and an online, town-hall-like event, we would also suggest ideas such as a commuter drive through event, an event in coordination with the Aspen Fire Department, intercept surveys with skiers waiting in the gondola line, a "booth" at Ruby Park or the Rio Grande parking garage, a gathering at Here House or possibly have an event in the parking lot of the Aspen Ranger Station on 7th Avenue. This is all dependent on the City staff availability for support and the final budget.
 - a. Objectives for these events could include: 1) Raise awareness of the history of the problem, 2) share alternatives that have been identified to date, 3) invite suggestions for criteria to be used to evaluate alternatives, 4) invite reactions to the current Preferred Alternative and ROD, 5) discuss how the preferred alternative became "preferred", 6) explain the status of implementation of the preferred alternative, and others as appropriate.
- 8 Media Support Work with the project team and the City of Aspen communication team to create a media strategy to support the project. This would include drafting media advisories for the events that would be sent via COA's email and media lists.
- 9 Polling The structure and questions in the survey will be critical to getting meaningful and useful feedback. Instead of simply a "go", "no go" question about moving forward with the balance of Preferred Alternative tasks, we suggest digging into what participants like and don't like about all of the alternatives evaluated to date. This will be more helpful to Aspen City Council as it debates its decision.
- 10 Council Presentation Support the project team in presenting a summary of the education process to council.

EXHIBIT B PROFESSIONAL SERVICES AGREEMENT

Fee Schedule

	Within Scope Fees	Additional Task Fees
Events		
Event #1 - Open House - in-person - prep and execution	\$2,700	
Event #2 - Open House - online - prep and execution	\$1,200	
Event #3 - Rio Grande Parking Garage	\$1,200	
Fire Department - safety/fire preparedness event		\$1,200
Farmers Market - Aspen (2-4)		
Farmers Market - Basalt (2-4)		
Event hard costs (food/drink/flyers)	\$1,250	\$500
Media Buy		
Creating/placing media buy	\$1,200	\$900
Aspen Times	\$3,795	\$1,540
Aspen Daily News	\$1,980	\$1,344
Radio - KSNO		\$1,800
Radio - Aspen Public Radio		\$2,500
Radio - Thunder 93.5 or KSPN		\$1,800
Radio - La Tricolor		\$750
Radio - KDNK's Spanish program		\$750
Aspen Times Digital Ads (\$300 per month)		\$1,200
Sojourner Digital		\$425
Social Media - Spanish Partnership (\$500 month)	\$500	\$1,500
Social Media - Ad spend (executed by city staff)	\$1,000	\$600
Social Media - La Tricolor Partnership		\$1,000

Speaking Engagements - City staff needed for all	Within Scope Fees	Additional Task Fees
Aspen Rotary Club - in person		\$1,050
Snowmass Rotary Club - in person		\$900
ACRA Board and/or Public Affairs Committee-in person or online		\$750
Media Support		
Support the City in media communication	\$1,350	
Polling - Questions/Reporting/Analysis		
Review data and team feedback from events, summarize	\$1,800	
Work with City Staff and polling company to create survey	\$1,800	
Poll distribution - to all stakeholders	SHEVIII	\$1,200
Project Management		
Bi-Monthly 30-Minute Update Meetings	\$5,400	
Overall Project Management - 5 months	\$11,475	
Total	\$58,950	\$29,539

The estimate is based on the following hourly rates: Strategic Planning, Media Support, Messaging - \$150 hr Project Management - \$135 hr

Entrance to Aspen Public Education & Communications Services

Project Number: 2022-221 Date: June 9, 2022

Prepared by Darnauer-Manifest Communications







Dear City of Aspen RFP Selection Committee,

The Darnauer-Manifest team has been providing successful community relations, educational outreach and engagement services for clients for the past 30+ years. Our team's depth of awareness of this project spans 20 to 40 years in the community and the state, beginning with one of the first votes on the Entrance to Aspen in the 1980s. We have an understanding of the opportunities presented throughout the decades, the diversity of opinion shared with each iteration of the proposals, the contentious nature of the ETA and the most recently-adopted Record of Decision (ROD) and Preferred Alternative.

The story of the ETA is lengthy and has historically been controversial. A legacy of votes with razor-thin margins have blocked forward progress since the beginning. The entrenched struggle between polar opposite positions will continue without fresh thinking and a more collaborative approach something the Darnauer-Manifest team can provide. We know our suggested approach goes beyond what was requested. We are doing this intentionally, proposing something that our experienced team believes will stop the cyclical pattern of narrow margins on initiatives put to voters and help the community work together for a successful, long-term solution that enjoys widespread support while solving public safety issues.

We understand why the city hopes a limited educational effort might suffice. The proposed scope in the RFP would be more realistic if this project enjoyed top-of-mind awareness with the community. But because of the 15-year gap in discussions about it and the dramatic change in the community (especially since the pandemic began in 2020), we believe you would be best served with a modified approach which we put forth in our proposal.

With Warm Regards,

Rachel Brenneman Jeanette Darnauer Founder/Idea Cultivator Owner/Founder

Manifest Communication Darnauer Group Communications



SECTION ONE: INTRODUCTION







Two strategic, boutique PR & marketing firms specializing in brand development, issues & reputation management, community outreach & engagement, media relations, public engagement, marketing communication & digital media

Darnauer is the oldest PR firm in the area - Founded in February 1991

Specialty practice areas – public sector, non-profits, arts and culture, education, environmental sustainability, aviation, luxury real estate, travel and hospitality, food and beverage



Develop creative, break-through campaigns that tap the right audiences

Enact a strategic blend of communication activities that achieve awareness/support

Support key organizational objectives that drive revenue, website traffic, relationships and social engagement

Winner of over 70 state and national awards, including PR's most prestigious award – the Silver Anvil for Public Affairs

OUR CORE VALUES





OUR BREADTH OF SKILLS

- We've diplomatically handled complex and/or politically-charged issues for the past 31 years
- We're experienced in working with local institutions and understand the complexities
- We are known for our incisive messaging and creative campaigns
- Our style collaborative, creative, innovative, results-oriented
- We think strategically, act creatively and always operate out of integrity
- We know and understand the community

The Federal Aviation Administration called our public outreach work for the Aspen/Pitkin County Airport

Master Plan "unprecedented" and "extraordinary".

KEY STAFF



JEANETTE DARNAUER

SR STRATEGIST, MEDIA & PUBLIC ENGAGEMENT SPECIALIST, WRITER

Jeanette Darnauer has 40 years of strategic communications experience solving tough problems for clients through creative ideas, incisive messaging and coalition-building. Jeanette brings an inquisitive, analytical mind to campaigns along with her expertise in and passion for creative ideation, strategic planning and community engagement. Her long-term activism includes being named the first woman president of the Aspen Rotary Club, and she was awarded its highest honor. Prior to forming her company, Jeanette held positions in public relations, advertising and journalism in Colorado, Washington, DC and Maryland. Her award-winning journalism included work for CBS, CBC and KOA Radio, CNN and the Denver Post. She holds a BA in Mass Communications and a minor in Music from the University of Denver.

<u>jeanette@darnauer.com</u> (Secondary Contact) 970.379.5746



RACHEL BRENNEMAN

STRATEGIST, BRAND MANAGER, DIGITAL SPECIALIST, WRITER IAP2 Planning Certified, Taking Techniques 6/13-16

Rachel Brenneman is a veteran communication and marketing strategist with 20+ years of experience working following her graduation from the University of Colorado at Boulder with a degree in Advertising. She specializes in helping organizations define their identity and goals – then translating key information into strategic plans, messaging platforms, outreach efforts and campaigns. Known as an expert project manager, she has a track record for implementing projects on time and on budget. Rachel's value for giving back is evident as she is a board member of the Roaring Fork Mountain Bike Association.

<u>rachel@manifestcommunication.com</u> (Primary Contact) 303.9310.922







SECTION TWO: QUALIFICATIONS AND EXPERIENCE

PUBLIC EDUCATION, OUTREACH & ENGAGEMENT EXPERIENCE WITH SIMILAR PROJECTS

Our team's experience with similar community relations, outreach and engagement projects is extensive and broad. We have worked with municipalities, governmental entities and private developers on campaigns in Colorado, Utah and Wyoming. We are proud of the successful impact we have had on the communities we have served. The goals of each project may differ but the strategies and tactics remain similar. Here is a list of of that work over the past 30 years. Case studies to follow.

- Friends of Pandora's Aspen Skiing Company Expansion
- Pitkin County Covid-19 Communication Team/IMT
- Census 2020
- Aspen/Pitkin County Airport Master Plan Update
- City of Aspen (SHIFT)
- Roaring Fork Transportation Authority (2018 election)
- Aspen Armory Community Center
- Aspen Highlands Base Village (Pitkin County entitlement process)
- Crown Mountain Park and Recreation District
- Snowmass Water and Sanitation District
- Town of Basalt
- Jackson Hole Airport
- Cattle Creek Crossing Garfield County
- Town of New Castle
- Rocky Mountain Institute
- Park City, Utah The Canyons property



OUTSIDE CONSULTANTS



Douglas Sarno, Partner, The Participation Company - Strategic Consultant, IAP2 Expert Washington, DC sarno@theparticipationcompany.com

Doug Sarno regularly consults with communities on complex and controversial issues. He has over 35 years of experience as a leader in the practice of public participation and has conducted projects and training in over 20 countries. His extensive work and numerous trainings, articles, reports, and presentations have resulted in substantive improvements to participatory decision-making worldwide. As Executive Director of the International Association for Public Participation (IAP2) he oversaw development of some of the most recognized tools in the practice today including the IAP2 Spectrum, Core Values, and Code of Ethics. He was one of the primary architects of the IAP2 Foundations Training program that has been delivered to over ten thousand students worldwide. He is recognized as Master Certified Public Participation Professional under the auspices of IAP2. Doug has designed and taught dozens of courses on collaboration, public participation, communication, and facilitation for dozens of governments, nonprofits, and universities.



Wendy Green Lowe, Partner, The Participation Company - Strategic Consultant, IAP2 Expert Loveland, CO lowe@theparticipationcompany.com

Wendy Green Lowe has over 35 year's experience providing public participation services for government agencies at the federal, state, and local levels as well as non-governmental organizations seeking public input for decision-making processes. She specializes in facilitating respectful collaborative processes to take full advantage of diverse perspectives and designing and implementing public participation programs for controversial public issues. She has worked professionally in Alaska, California, Colorado, Idaho, Montana, Nevada, New Mexico, Oregon, Utah, Washington, Wyoming, and Alaska, and less extensively in several eastern states, the District of Columbia, Canada, and Australia. She is an *IAF Certified Professional Facilitator* and a *Certified Public Participation Professional* under the auspices of the International Association for Public Participation. She was a course developer for IAP2's Foundations Program and has been licensed to deliver training for IAP2 since 2000.

The Participation Company LLC is a small business created in 2010 by a group of the most experienced and successful public involvement professionals and trainers in practice today. We have spent our careers working as open-process advocates between stakeholders and decision-makers. Our cumulative experience includes 100 years designing and facilitating stakeholder participation programs for an array of public agencies and private companies, in connection with well over 1,500 projects. These have included public policy development, urban and regional planning processes, Superfund community relations, National Environmental Policy Act studies, natural resource management programs, infrastructure projects, and organizational change endeavors. We're founders and long-time leaders of the globally-respected International Association for Public Participation (IAP2), and are principal developers and master trainers of IAP2's 40-hour Foundations in Public Participation. Our consulting practice focuses on working together with both the public and our clients to forge durable decisions that can be implemented and sustained in the face of controversy and legal challenges.

OUTSIDE CONSULTANTS



TRACY TRULOVE, Trulove Strategic Communicationd, Strategic Consultant, Transportation Expert

Glenwood Springs, CO tracy@trulovecommunications.com

Tracy Trulove has served as a communications and marketing professional for over 30+ years at industry leading companies including Walt Disney Attractions in both Orlando and Paris and Gannett Broadcasting based out of Denver and Washington, DC. She is an experienced city and transportation communications expert, having directed communications for the City of Aspen and managing regional communications at the Colorado Department of Transportation (CDOT). At CDOT, she was responsible for public involvement, crisis communications, incident command from Summit, Eagle and Pitkin counties to the Western Slope, working with the traveling public, residents, government officials and tourists. Tracy was instrumental in developing the communications protocol on the I-70 corridor from Eisenhower Tunnel to the Utah state line, supporting and leading transportation communications with the X-Games and guiding robust and award-winning public engagement programs for projects like the \$125 M Grand Avenue bridge project in Glenwood Springs and Colorado's first wildlife overpass/underpass project on Colorado Highway 9 near Kremmling.

In 2020, she launched Trulove Strategic Communications to provide expertise in how to engage communities effectively in order to shepherd challenging projects from public outreach to design through construction. She is currently providing communications support for Pitkin County Public Health's response to the COVID-19 pandemic, crafting communications for residents, tourists and others including collaboration with Aspen Ski Company. Tracy was honored as the 2018 CDOT Public Service Employee of the Year having been nominated by her peers.

CASE STUDIES - Colorado Highway 82 Grand Avenue Bridge

CHALLENGE

The Grand Avenue Bridge (GAB) was a 30-month construction project that built a new vehicular and and pedestrian bridge in the heart of downtown Glenwood Springs. The former bridge structure had been constructed in 1953 and was considered "functionally obsolete" by the threshold in the National Bridge Inventory. A pedestrian bridge was built adjacent to the GAB in 1985. The GAB carries Colorado Highway 82 over 7th Street, the Union Pacific Railroad, the Colorado River, I-70, North River Street and the Glenwood Hot Springs parking lot. Because this project was so impactful to commuters, businesses and residents of Glenwood Springs, a robust communications team was assembled to meet the needs of over 12 stakeholder groups.

SOLUTION

The Grand Avenue Bridge project team orchestrated over 80 stakeholder meetings once the project broke ground in January of 2016. Outreach touched a dozen stakeholder groups including the city, county, emergency management services, school district, transit partners, downtown core business owners and leaders and water resource and recreation companies. The team also led over a dozen tours of the project for local school children and industry associations.

The GAB team became a well-known entity in the community and worked closely with numerous stakeholder teams to advance the project which spanned a two-year time frame. The Colorado Department of Transportation and contractor held several community events over the course of the project to celebrate important project milestones with the community.

RESULT

On the evening of Monday, Nov. 6, 2017 over 3,000 community members joined the project team to commemorate the opening of the vehicular bridge to traffic after a three-month impactful closure that incorporated a lengthy detour process. The event was a historic and fun opportunity for the community to celebrate working together and advancing innovative solutions to support businesses, residents and commuters through a challenging project. To date the Grand Avenue Bridge project has won numerous industry leading awards including the International Association of Partnering.







CASE STUDIES - ASPEN-PITKIN COUNTY AIRPORT MASTER PLAN UPDATE

OVERVIEW

Darnauer Group was hired to provide communications and public outreach/engagement services to the Aspen/Pitkin County Airport as it embarked on an a 20-year update to the Airport Master Plan. A runway extension project and a greenhouse gas inventory were already underway.

EXECUTION

- •Developed a personalized, strategic approach
- •Wrote a Communications Plan
- •Identified stakeholders and key influencers for a Study Committee
- •Crafted messages
- •Engaged key organizations and stakeholders
- •Worked to generate media coverage
- •Created and managed the website
- •Created flyers, ads and terminal signage
- •Engaged the public in a dialogue
- •Wrote letters and other communications for the airport director
- •Helped to host 11 public planning charrettes, attended by 111 people whom we had identified and invited as important stakeholders in the Airport's service area.

- •Staged several public open houses and small group meetings
- •Created and hosted personalized back-of-the-house airport tours
- •Worked closely with engineers, planners, airport director, airport staff

RESULTS

- •Garnered extensive media coverage
- •Accomplished positive public response
- •Outreach program was called "extraordinary" and "unprecedented" by the FAA
- •Received approval of the 20-year Airport Master Plan Update from County Commissioners.



CASE STUDIES - FRIENDS OF PANDORA'S on ASPEN MTN

CHALLENGE

For decades, Aspen Skiing Company (ASC) had a vision of bringing Pandora's terrain into the Aspen Mountain ski area boundary. Faced with a challenge of overcoming past opposition and addressing the County Commissioners' past concerns, ASC agreed to a proposal from a passionate local individual to fund a community awareness, public engagement campaign to help gain support of the Pitkin Board of County Commissioners.

SOLUTION

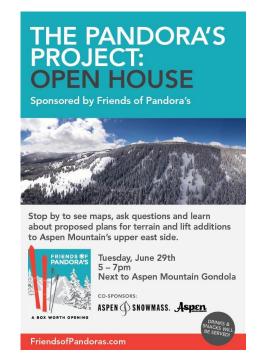
After forming an influential Citizens Advisory Committee to help guide the process and leverage their networks, Darnauer-Manifest Communications created and implemented a strategic plan. The heart of the comprehensive effort was leveraging the power of highly influential community-minded individuals by utilizing the team's long-term relationships in the community.

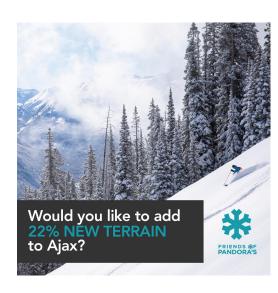
Tactics employed included:

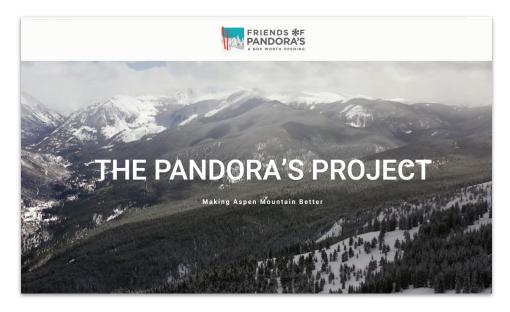
- Tools messaging, website, fact sheet, petitions, ads, social posts, presentations
- Open house and small group informational events with experts on each subject
- Social media campaigns
- One-on-one outreach
- Online survey; Online petition of support
- Email campaigns
- Letters from influential individuals to the commissioners
- Speakers at each of the commissioner's meetings

RESULTS - The Pitkin Board of County Commissioners approved the expansion plans due to:

- 90 supporters, 20+ key influencers, and 21-person citizen advisory committee
- 74 letters to commissioners
- 44 speakers at commissioners' meetings
- 1664 petition signers showing support
- 23 outreach group meetings
- 16 email newsletters sent to 550+ people; 45% average open rate
- 50 print ads; 199,279 impressions on digital ads
- 31 earned media stories; 4 columns, 3 guest commentaries, 47 supportive letters to editor







CASE STUDIES - ASPEN TO PARACHUTE COMPLETE COUNT COMMITTEE

CHALLENGE

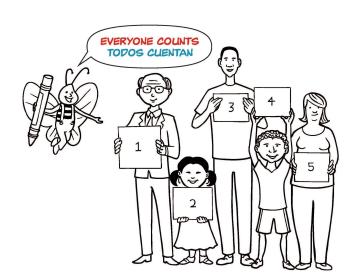
The A2PCCC is a cross-sector coalition of leaders from Aspen to Parachute. Their goal was to achieve a complete 2020 Census count in the Roaring Fork and Colorado River valleys.

SOLUTION

Darnauer-Manifest worked with 12 government offices, 200+ organizations, businesses and media to plan/execute a comprehensive outreach and educational campaign to deliver thousands of impressions to 80,000 people from Aspen to Parachute. This included a focus on historically undercounted populations like the Latinx/Hispanic community, young kids, seniors and seasonal workers.

RESULT

7 out of 9 cities/towns from Aspen to Parachute exceeded their 2010 self-response rates by up to 7%.











CASE STUDIES - CITY OF ENGLEWOOD WAYFINDING + PLACEMAKING GUIDE

CHALLENGE

The City of Englewood, Colorado identified the need for comprehensive and effective wayfinding signage and for placemaking to establish a unique sense of place. Wendy Lowe teamed with The Architerra Group, a design firm whose mission is to enhance local communities through the design of public spaces.

EXECUTION

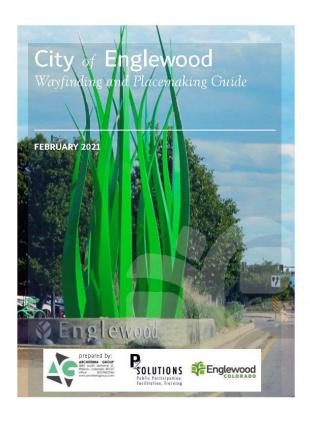
Wendy's efforts included:

- Facilitating a task force composed of key stakeholders which met online due to the pandemic
- Designing and conducting a community survey that invited all residents and business owners in Englewood to participate.

EVALUATION

Over 800 residents responded to the survey. The results supported consensus among task force members on a bold modern design for placemaking and wayfinding signage that complemented existing branding for the city. City council approved the <u>Englewood Wayfinding and Placemaking</u> Guide in March 2021.









CASE STUDIES - CITY OF ASPEN

CHALLENGE

In 2018, Darnauer-Manifest worked closely with the City of Aspen to conduct community outreach for SHIFT. This initiative, planned to launch the summer of 2019, aimed to offer numerous types of mobility options to the community in an effort to collect data and understand what types of transportation options will work in the future for Aspen.

SOLUTION

In order to make the SHIFT initiative a collaborative effort with the community, we crafted an outreach effort to:

- 1. Listen to/solicit feedback from Roaring Fork Valley residents
- 2. Understand public sentiment towards this initiative
- 3.Educate/inform

The strategic plan included one-on-one interviews, small group meetings, and online surveys. In addition we envisioned and produced an ice cream trike that was the cornerstone to garner public input during a host of pop-up events from Glenwood Springs to Aspen that piggybacked on existing community happenings like concerts, farmer's markets and more.

RESULT

The outreach plan resulted in feedback from 509 surveys and 53 interviews, representing a diverse group of individuals from New Castle to Aspen. The community input was sent to Aspen City Council who ultimately decided to put the project on hold. It did highlight some widely-held community perspectives that the city is addressing in various ways.







CASE STUDIES - RFTA

OVERVIEW

Darnauer-Manifest crafted a communications, events and public engagement campaign branded On Board with RFTA. It included messaging, identification of key influencers and partners, a speakers bureau, media relations and outreach events with a goal of garnering approval in eight jurisdictions for a property tax for the Roaring Fork Transportation Authority. We crafted a three-month communications and public outreach effort targeted to all voters between Aspen and New Castle.

GOAL

Educate, inform and engage a broad sector of voting citizens from Aspen to New Castle

EXECUTION

- Utilize a wide array of tactics a branded brochure, banners, fact sheets, talking points (for letters), one-on-one engagement through events and speaking engagements, endorsements, a website, social media and more
- 2. Stage a public launch and follow-up pop-up events at the Aspen Farmers Market, Ruby Park, Rio Grande Parking lot and downtown Glenwood Springs
- 3. Pursue a robust media relations effort through guest editorials, letters-to-the-editor, media interviews and editorial endorsements

EVALUATION

We received the endorsements of both Aspen newspapers, the Aspen Chamber Resort Association and all eight city or county elected boards in each of the eight jurisdictions of the RFTA district. We won the campaign by 4% of the 40,000 voters in the eight locations.









On Board with RFTA

Vote YES!

County	Yes	No	Total	Yes/No	Percent Yes	Percent No
Pitkin	4,699	4,204	8,903	495	52.78%	47.22%
Garfield	3,710	3,492	7,202	218	51.51%	48.49%
Eagle	1,640	1,588	3,228	52	50.81%	49.19%
Total	10,049	9,284	19,333	765	51.98%	48.02%





SECTION THREE: APPROACH TO PROJECT & SCOPE OF WORK

APPROACH

Our approach to this education project is informed by principles and best practices of both the Public Relations Society of America (PRSA) and the International Association for Public Participation (IAP2). PRSA is the industry's largest trade organization and its practices are applied by its millions of members. As you know, IAP2 is an international organization that establishes professional standards for engaging communities in decision making.

Our approach revolves around the desire to create a robust educational campaign with the potential for a different outcome than the past 26 narrow votes have produced on this topic. Our team's goal is to instill a broader, strategic understanding of the problem, alternatives and opportunities proposed to resolve the current state of affairs by zooming out and looking at the bigger picture. If we don't do this, we run the risk of repeating the same pattern that has plagued the conversation for the last 45+ years.

Situation Assessment

The purpose of re-introducing the ETA question is more critical today than ever. Not only is the Castle Creek Bridge nearing the end of its lifespan, but traffic volumes are creating delays and frustrations for drivers and climate change has exacerbated the need for a timely and safe evacuation route in the unfortunate event of a catastrophic wildfire.

To accomplish this broader understanding, we must start the project by gauging people's basic comprehension of the ETA project today, as suggested in IAP2's Planning Step 2: Learn from the Public. This will help us frame the challenge, identify the stakeholders and make a recommendation on how to move forward. We would utilize interviews and a simple survey to inquire about what stakeholders know (and don't know), their perceptions, concerns and questions. This knowledge will help us craft a meaningful strategy and impactful messaging.





APPROACH, CONTINUED

We believe the communication strategy we employ should reflect the information gaps gleaned from a situation assessment, and should also look at the ETA from today's reality. As mentioned above, the people that make up the Aspen population as well as the challenges Aspen faces are different than what existed a decade or two ago and go way beyond "traffic". Fire threats are a real and growing public safety concern and the need for an evacuation route/plan is a hot topic. Our hope is to broaden the lens stakeholders look through when evaluating the Preferred Alternative which was selected based on the analysis presented in the FEIS and documented in the ROD.

Inform and Beyond

We believe that for decisions related to ETA to be adequately durable (i.e., implemented), the tactics must move beyond the "Inform Level" of the IAP2 Spectrum of Engagement. In addition to providing information on the historic background and decisions related to the ETA, we will also solicit input from our audiences on a path forward.

Stakeholders

We recommend expanding the stakeholder audience to be more than just City of Aspen voters/residents. As defined by best practices in the industry and IAP2, stakeholders are "those with an interest in, or who may potentially be impacted by, the outcome". It is also our understanding that after the post-education campaign poll, if Aspen City Council would like to proceed with any modification of the ROD (which is likely since conditions have changed since the EIS was originally developed), it will open up to a county-wide conversation and possible vote to pass a potential bond to help fund the project, in addition to a vote regarding the easement on Marolt Open Space. Thus the list of stakeholders would include commuters, business owners, Pitkin County residents, neighbors and elected officials including Snowmass Village, visitors, second homeowners and culturally diverse audiences. We would make sure to include traditionally underrepresented or under-served populations. Less than 20% of Aspen area residents are Latino and a much higher percentage of the workforce are as well. We will include Spanish speaking information and targeted outreach to this community.

APPROACH, CONTNUED

Event Methodology

Open houses, while important, often don't attract enough people or as broad of an audience as we need. Best practices dictate reaching out to the locations where busy people exist in their daily lives - transportation hubs, concerts, farmers markets, events, grocery stores, etc. Our proposed plan will incorporate one in-person open house, one online meeting/opportunity for those that are still Covid-averse or unable to travel to a physical location and a smaller number of the more creative on-site outreach opportunities described below.

Polling

We realize the city has suggested a statistically-valid survey. However, we believe that would be too limited to determine the community's interest and provide Aspen City Council with enough data to make an informed decision about next steps. We recommend distributing the survey to all Aspen residents, as well as the entire stakeholder pool (commuters, business owners, etc.) in order to have a true representation of the community's sentiments, and see how Aspen residents differ from other stakeholders in their opinions. This could be done with a simple vetting question at the beginning asking if you are an Aspen resident. Digital surveys are typically not an effective tool for polling Spanish speakers so we can work with the third-party contractor to determine how to collect feedback from this important stakeholder group.



SCOPE OF WORK - MAJOR TASKS + RECOMMENDED ADDITIONS

- 1 Research Get 100% up to speed on the ROD, FEIS, Preferred Alternative, re-evaluation, criteria for evaluating, the decision making process, CDOT/FHWA next steps, etc.
- 2 Situation Assessment Interview key supporters and opponents to the Preferred Alternative as well as individuals that have been active in the process thus far. Capturing feedback from these interviews as well as from all events via a questionnaire would benchmark general community understanding of the ETA, past and present.

3 - Strategic Planning

- a. Stakeholder Identification Develop a comprehensive list of stakeholders that represent the entire community as well as ways to reach them. In addition to the segments mentioned in the stakeholder section above, it is worth mentioning our relationships with groups like the Rotary Club of Aspen and Snowmass Village, ACRA, Aspen Lodging Commission, Aspen School District, Aspen Skiing Company, political groups, GoSnowmass, Basalt Chamber, Pitkin County, the Pitkin County Incident Management Team and the Public Safety Council, Roaring Fork Transit Authority, EOTC.
- b. Messaging Craft simple, concise content that will help individuals understand this complex/dynamic 45+ year process. This would include an overview, brief history, and where we are now/where do we go from here. This typically takes the form of a project website, but in this case will be a digital fact sheet and FAQ that can be repurposed for various communication purposes COA and CDOT website, posters for in-person event, online event presentation, small flyer, etc. In addition, a project slogan or tagline can help people identify with the project similarly to the way consumers build brand awareness with a product or service.
- 4 Website Update Revamp the City of Aspen ETA website page with updated project messaging/FAQ/documents and video/graphics from the other project consultant.

SCOPE OF WORK - MAJOR TASKS + RECOMMENDED ADDITIONS

5 - Media Campaign

- A. Print Campaign Leverage messaging (especially project slogan/tagline) to create print ads for local papers as well as flyers (old school, but effective) to support events. Because the media buy budget is included in the RFP total, the ad campaign will be very targeted to support mainly events..
- B. Social Media We will provide a very simple campaign editorial calendar to the COA communications department that will include graphics and supporting posts for their channels. This will include Facebook event content, video clips with community leaders/stakeholders. These assets could also be shared with Pitkin County and Snowmass Village with the project team's approval. A budget will be allocated to geographically-targeted paid social.
 - a. Ilianna Renteria This stalwart Latina community member has played an incredible role in communicating about COVID and other important valley issues via her Facebook page for the past three years. We would suggest a multi-month partnership with her to educate her followers about the project and events.
- C. Radio Radio is a smart and cost-effective way to reach targeted stakeholders, especially Spanish speakers. We would include a small radio buy with La Tricolore and other local English-speaking stations.
- 6 Partnerships Leverage the constituents/network of the following organizations to spread the word about the campaign and events.
 - A. Intergovernmental
 - a. Pitkin County and Town of Snowmass Village As stated above, it is our understanding that if Aspen City Council wants to move forward with the project, it will open up to a county-wide conversation and thus it is important to work closely with both entities to keep their constituents informed.
 - B. Spanish serving organizations Work with Valley Settlement, Voces Unidas, English in Action, Manaus to invite the Latino community to appropriate events and/or share information in Spanish.

SCOPE OF WORK - MAJOR TASKS + RECOMMENDED ADDITIONS

- 7 Event Planning In addition to one traditional open house and an online, town-hall-like event, we would also suggest ideas such as a commuter drive through event, an event in coordination with the Aspen Fire Department, intercept surveys with skiers waiting in the gondola line, a "booth" at Ruby Park or the Rio Grande parking garage, a gathering at Here House or possibly have an event in the parking lot of the Aspen Ranger Station on 7th Avenue. This is all dependent on the City staff availability for support and the final budget.
 - a. Objectives for these events could include: 1) Raise awareness of the history of the problem, 2) share alternatives that have been identified to date, 3) invite suggestions for criteria to be used to evaluate alternatives, 4) invite reactions to the current Preferred Alternative and ROD, 5) discuss how the preferred alternative became "preferred", 6) explain the status of implementation of the preferred alternative, and others as appropriate.
- 8 Media Support Work with the project team and the City of Aspen communication team to create a media strategy to support the project. This would include drafting media advisories for the events that would be sent via COA's email and media lists.
- 9 Polling The structure and questions in the survey will be critical to getting meaningful and useful feedback. Instead of simply a "go", "no go" question about moving forward with the balance of Preferred Alternative tasks, we suggest digging into what participants like and don't like about all of the alternatives evaluated to date. This will be more helpful to Aspen City Council as it debates its decision.
- 10 Council Presentation Support the project team in presenting a summary of the education process to council.



SECTION FOUR: FEE PROPOSAL AND SCHEDULE

FEE PROPOSAL

	Within Scope Fees	Additional Task Fees
Research		
Review all existing documents, meetings & website	\$3,900	
Identify stakeholders and key influencers-create database	\$1,050	\$750
Create Tools & Content		
Messaging (basis of fact sheet/FAQ)	\$3,600	
Tagline	\$600	
Questionnaire- Guides our conversations with community		\$1,200
Digital Fact Sheet	\$900	
Website - new content	\$900	
Flyer (to announce the Open Houses/events)	\$600	
Graphic Designer (for both English & Spanish)	\$1,320	
Printing - flyer, business card with QR code, fact sheet, posters	\$1,000	
Social Media Content	\$1,500	
Spanish translation service for messaging	\$500	
Video creation - Clips for social	\$3,250	
Plan Execution		
Meet with key influencers (12 meetings total)		\$3,600
Distribute questionnaire to broad base of contacts		\$1,200
Coordinate with CoA to execute all events	\$1,500	
Work with city staff on presentation to Council	\$600	
Attend one City Council meeting (2 people/4 hrs)	\$1,080	
Partner Outreach		\$1,080

FEE PROPOSAL CONTINUED

	Within Scope Fees	Additional Task Fees
Events		
Event #1 - Open House - in-person - prep and execution	\$2,700	
Event #2 - Open House - online - prep and execution	\$1,200	
Event #3 - Rio Grande Parking Garage	\$1,200	
Fire Department - safety/fire preparedness event		\$1,200
Farmers Market - Aspen (2-4)		
Farmers Market - Basalt (2-4)		
Event hard costs (food/drink/flyers)	\$1,250	\$500
Media Buy		
Creating/placing media buy	\$1,200	\$900
Aspen Times	\$3,795	\$1,540
Aspen Daily News	\$1,980	\$1,344
Radio - KSNO		\$1,800
Radio - Aspen Public Radio		\$2,500
Radio - Thunder 93.5 or KSPN		\$1,800
Radio - La Tricolor		\$750
Radio - KDNK's Spanish program		\$750
Aspen Times Digital Ads (\$300 per month)		\$1,200
Sojourner Digital		\$425
Social Media - Spanish Partnership (\$500 month)	\$500	\$1,500
Social Media - Ad spend (executed by city staff)	\$1,000	\$600
Social Media - La Tricolor Partnership	***	\$1,000

FEE PROPOSAL CONTINUED

	Within Scope Fees	Additional Task Fees
Speaking Engagements - City staff needed for all		
Aspen Rotary Club - in person		\$1,050
Snowmass Rotary Club - in person		\$900
ACRA Board and/or Public Affairs Committee-in person or online		\$750
Media Support		
Support the City in media communication	\$1,350	
Polling - Questions/Reporting/Analysis		
Review data and team feedback from events, summarize	\$1,800	
Work with City Staff and polling company to create survey	\$1,800	
Poll distribution - to all stakeholders	227	\$1,200
Project Management		
Bi-Monthly 30-Minute Update Meetings	\$5,400	
Overall Project Management - 5 months	\$11,475	
Total	\$58,950	\$29,539

The estimate is based on the following hourly rates: Strategic Planning, Media Support, Messaging - \$150 hr Project Management - \$135 hr

SIMPLE PROJECT SCHEDULE

	Q3 2022			Q4 2022			Q1 2023	
	JULY	AUG	SEPT	OCT	NOV	DEC	JAN	FEB
Planning		M	1	1				
Research								
Situation Assessment					***************************************			
Strategic Planning								
Stakeholder Identification		***			***************************************		***************************************	
Messaging Creation								
Event Planning								
Polling Planning								
Campaign Execution								
Website Update			***************************************					
Media Campaign - Print/Social/Radio								
Partnerships								
Event Execution								
Media Support								
Post-Campaign Efforts								
Polling Execution								
Council Presentation				***************************************	5010110110110110110110110110110110110110			



Rachel Brenneman Owner, Manifest Communication 303.931.0922 (c) rachel@manifestcommunication.com Jeanette Darnauer Principal, Darnauer Group Communications 970-379-5746 (c) jeanette@darnauer.com







MEMORANDUM

TO: Mayor and City Council

FROM: Brian Long, Trail System Manager

THROUGH: Matt Kuhn, Parks and Open Space Director

MEETING DATE: July 12, 2022

RE: Resolution #091 Series 2022 - Contract for trail repair on the Maroon Creek

Gorge Trail

REQUEST OF COUNCIL:

The Parks and Open Space Department is seeking Council approval of a contract with Progressive Trail Design for trail repair and slope stabilization on the Maroon Creek Gorge Trail.

SUMMARY / BACKGROUND:

The City of Aspen maintains a broad portfolio of hard surface and singletrack trails. The Maroon Creek Gorge Trail connects the Aspen Golf Course and ABC Trail area, to the Tiehack base and the Aspen Recreation Center, and points beyond in the Maroon Creek valley. Repairing this section of trail will preserve trail infrastructure and public access in one of the most scenic areas close to town.

The damaged portion of the trail descends from the vicinity of Iselin Field, behind the Aspen Rec Center, down to a bridge crossing Maroon Creek. This trail traverses a slope that has proven difficult to keep a quality trail upon. Previous structures to stabilize the slope and hold the trail tread were constructed of timbers and subject to decay over time. That decay has advanced and may soon threaten to close the trail. Originally scheduled for work in the 2020 season, this repair project was delayed for budgetary caution due to COVID pandemic uncertainty.

DISCUSSION:

The repair work necessary on the Maroon Gorge Trail warrants a contracted team of specialists that have the focused experience to construct robust retaining walls on a steep slope, and to craft the trail shape to the desired uses. This work presents an opportunity to create a quality section of trail in a very scenic gorge just on the edge of town. The City has worked with Progressive Trail Design (PTD) in the past with great results on the Meadows Trail and the Plunge Trail in Hunter Creek Valley. PTD's scope and approach to the work were favored over other contractors in preparation for this project.

The project is anticipated to occur in late August or September, and will likely continue for two to three weeks of construction. During trail work, the trail will be closed for public and worker safety.

FINANCIAL/BUDGET IMPACTS:

The budget for the repair of this trail is included in the 2022 Parks Fund (100) Capital Project Budget, as project 51485 Maroon Creek Singletrack Trail Re-Build. The contract amount of \$149,165.86 for the trail repair is within the appropriated project budget for 2022, which is \$175,000.

ENVIRONMENTAL IMPACTS:

Maroon Creek Gorge Trail links larger hiking and biking opportunities to the City's greater trail infrastructure, reducing vehicle trips to recreation destinations. Disturbance at the worksite will largely occur within the already impacted trail corridor as the alignment is not being significantly altered. A great portion of this work will be the responsible removal of the decaying retaining wall materials.

ALTERNATIVES

Council can request an alternative search for other constructors in this field. The timeline of trail decay is not favorable to delayed repair work.

STAFF RECOMMENDATIONS:

Parks and Open Space Staff recommends approval of the contract with Progressive Trail Design for repair and stabilization of the Maroon Creek Gorge Trail.

CITY MANAGER COMMENTS:

RESOLUTION #091 (Series of 2022)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ASPEN, COLORADO, APPROVING A CONTRACT BETWEEN THE CITY OF ASPEN AND PROGRESSIVE TRAIL DESIGN AUTHORIZING THE CITY MANAGER TO EXECUTE SAID CONTRACT ON BEHALF OF THE CITY OF ASPEN, COLORADO.

WHEREAS, there has been submitted to the City Council a contract for trail repair of the Maroon Creek Gorge Trail, between the City of Aspen and Progressive Trail Design, a true and accurate copy of which is attached hereto as Exhibit "A";

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ASPEN, COLORADO,

That the City Council of the City of Aspen hereby approves that Contract for trail repair of the Maroon Creek Gorge Trail, between the City of Aspen and Progressive Trail Design, a copy of which is annexed hereto and incorporated herein, and does hereby authorize the City Manager to execute said agreement on behalf of the City of Aspen.

INTRODUCED, READ AND ADC Aspen on the 12th day of July 2022.	OPTED by the City Council of the City of
	Torre, Mayor
	and acting City Clerk do certify that the
foregoing is a true and accurate copy of th	nat resolution adopted by the City
Council of the City of Aspen, Colorado, a	t a meeting held, July 12, 2022.

Nicole Henning, City Clerk



CONTRACT FOR CONSTRUCTION

(Short Form)

THI	S CONT	RA($C\mathbf{T}$, mad	le an	d entered	into on					, by
and	between	the	CITY	OF	ASPEN,	Colorado,	hereinafter	called	the	"City",	and
_Pro	gressive [Γrail	Design	,	hereinafte	r called the	"Contractor"	' .			

THEREFORE, in consideration of the mutual covenants and Contracts herein contained, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto hereby agree as follows:

- 1. Construction of Project. Contractor agrees to furnish all labor, materials, tools, machinery, equipment, temporary utilities, transportation and any other facilities needed therefor, and to complete in a good, workmanlike and substantial manner the Project as described in the Scope of Work and/or Proposal appended hereto as Exhibit "A" which is incorporated herein as if fully set forth (the "Project").
- Plans and Specifications; Compliance with Laws. The Project is to be constructed and completed in strict conformance with the Scope of Work and/or Proposal appended hereto for the same approved in writing by the parties hereto. The Project shall also be constructed and completed in strict compliance with all laws, ordinances, rules, regulations of all applicable governmental authorities, and the City of Aspen Procurement Code, Title 4 of the Municipal Code, including the approval requirements of Section 4-08-040. Contractor shall apply for and obtain all required permits and licenses and shall pay all fees therefor and all other fees required by such governmental authorities.
- **Payments to Contractor.** In consideration of the covenants and Contracts herein contained being performed and kept by Contractor, including the supplying of all labor, materials and services required by this Contract, and the construction and completion of the Project, City agrees to pay Contractor a sum not to exceed One Hundred Fifty Thousand (\$150,000.00) DOLLARS or as shown on Exhibit "A".
- Commencement and Completion. Contractor agrees to commence work hereunder immediately upon execution hereof, to prosecute said work thereafter diligently and continuously to completion, and in any and all events to substantially complete the same not later than October 31, 2022, subject to such delays as are permissible under the "Extension of Time for Completion" section of this Contract.
- **Payment of Bills and Charges.** Contractor shall pay promptly all valid bills and charges for material, labor, machinery, equipment or any other service or facility used in connection with or arising out of the Project, and shall obtain periodic releases from all

subcontractors and material suppliers supplying labor or materials to the Project concurrently with Contractor's delivering any payment to such subcontractors and material suppliers. Contractor shall indemnify and hold City and City's officers, employees, agents, successors and assigns free and harmless against all expenses and liability suffered or incurred in connection with the claims of any such subcontractors or material suppliers, including but not limited to court costs and attorney's fees resulting or arising therefrom; provided that Contractor shall be excused from this obligation to the extent that City is in arrears in making the payments to Contractor. Should any liens or claims of lien be filed of record against the Property, or should Contractor receive notice of any unpaid bill or charge in connection with construction of the Project, Contractor shall immediately either pay and discharge the same and cause the same to be released of record, or shall furnish City with the proper indemnity either by title policy or by corporate surety bond in the amount of 150% of the amount claimed pursuant to such lien.

- **6. Releases.** Contractor shall, if requested by City, before being entitled to receive any payment due, furnish to City all releases obtained from subcontractors and material suppliers and copies of all bills paid to such date, properly receipted and identified, covering work done and the materials furnished to the Project and showing an expenditure of an amount not less than the total of all previous payments made hereunder by City to Contractor.
- 7. Hierarchy of Project Documents. This Contract and the Proposal or Scope of Work appended hereto as **Exhibit "A"** are intended to supplement one another. In case of conflict, however, this Contract shall control both.
- 8. Changes in the Work. Should the City at any time during the progress of the work request any modifications, alterations or deviations in, additions to, or omissions from this Contract or the Proposal/Scope of Work, it shall be at liberty to do so, and the same shall in no way affect or make void this Contract; but the amount thereof shall be amortized over the remaining term of this Contract and added to or deducted, as the case may be, from the payments set forth in Paragraph 3 above by a fair and reasonable valuation, based upon the actual cost of labor and materials. This Contract shall be deemed to be completed when the work is finished in accordance with the original Proposal or Scope of Work as amended or modified by such changes, whatever may be the nature or the extent thereof. The rule of practice to be observed in fulfillment of this paragraph shall be that, upon the demand of either City or Contractor, the character and valuation of any or all changes, omissions or extra work shall be agreed upon and fixed in writing, signed by City and Contractor, prior to performance.
- 9. Contractor's Failure to Perform. Should Contractor, at any time during the progress of the work, refuse or fail to supply sufficient material or workmen for the expeditious progress of said work or fail to perform any other provisions of this Contract, City may, upon giving notice in writing to Contractor as provided herein and upon Contractor's failure to remedy any such failure within 3 days from receipt of such notice, terminate this Contract and provide the necessary material and workmen to finish the work and may enter upon the Property for such purpose and complete said work. The expense thereof shall be deducted from the payments remaining under Paragraph 3 above, or if the total cost of the work to City exceeds the amount of such remaining payments, Contractor

shall pay to City upon demand the amount of such excess in addition to any and all other damages to which City may be entitled. In the event of such termination, City may take possession of all materials, equipment and appliances belonging to Contractor upon or adjacent to the Property upon which said work is being performed and may use the same in the completion of said work. Such termination shall not prejudice or be exclusive of any other legal rights which City may have against Contractor.

- 10. **Extension of Time for Completion.** Time is of the essence of this Contract and Contractor shall substantially complete the work during the time provided for herein. However, the time during which Contractor is delayed in said work by (a) the acts of City or its agents or employees or those claiming under Contract with or permission from City, or (b) the acts of God which Contractor could not have reasonably foreseen and provided against, or (c) unanticipated stormy or inclement weather which necessarily delays the work, or (d) any strikes, boycotts or obstructive actions by employees or labor organizations and which are beyond the control of Contractor and which it cannot reasonably overcome, or (e) the failure of City to make progress payments promptly, shall be added to the time for completion of the work by a fair and reasonable allowance. Contractor recognizes, however, that the site of the work is in the Rocky Mountains at a high elevation where inclement whether conditions are common. This fact has been considered by Contractor in preparing its Proposal and or agreeing to the Scope of Work. Furthermore, Contractor shall have the right to stop work if any payment, including payment for extra work, is not made to Contractor as provided in this Contract. In the event of such nonpayment, Contractor may keep the job idle until all payments then due are received.
- 11. Unforeseen Conditions. It is understood and agreed that Contractor, before incurring any other expenses or purchasing any other materials for the Project, shall proceed to inspect the work site and all visible conditions and that if, at the time of inspection therefor, the Contractor finds that the proposed work is at variance with the conditions indicated by the Proposal, Scope of Work, or information supplied by City, or should Contractor encounter physical conditions below the surface of the ground of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Contract or inherent in a work site located in the Rocky Mountains, Contractor shall so notify City, and City shall at that time have the right and option to immediately cancel and terminate this Contract or to instruct Contractor to continue the work and add the additional amount attributable to such unforeseen conditions to the payments due Contractor as set forth above.

It is agreed that in the event of any cancellation by City in accordance with this section, Contractor shall be paid the actual costs of the work done prior to the time of cancellation. In computing such costs, building permit fees, insurance and such financing and title charges as are not refundable shall be included; provided that supervision time, office overhead and profit shall not be included in such costs to be refunded to Contractor by reason of such cancellation.

12. Acceptance by City. No payment hereunder nor occupancy of said improvements or any part thereof shall be construed as an acceptance of any work done up to the time of such payment or occupancy, but the entire work is to be subject to the inspection and

approval of City at the time when Contractor notifies City that the Project has been completed.

- 13. Notice of Completion; Contractor's Release. City agrees to sign and file of record within five (5) days after the substantial completion and acceptance of the Project a Notice of Completion. If City fails to so record the Notice of Completion within said five (5) day period, City hereby appoints Contractor as City's agent to sign and record such Notice of Completion on City's behalf. This agency is irrevocable and is an agency coupled with an interest. Contractor agrees upon receipt of final payment to release the Project and property from any and all claims that may have accrued against the same by reason of said construction. If Contractor faithfully performs the obligations of this Contract on its part to be performed, it shall have the right to refuse to permit occupancy of any structures by City or City's assignees or agents until the Notice of Completion has been recorded and Contractor has received the payment, if any, due hereunder at completion of construction, less such amounts as may be retained pursuant to mutual Contract of City and Contractor under the provisions of Paragraph 3 above.
- 14. **Indemnification.** Professional agrees to indemnify and hold harmless the City, its officers, employees, insurers, and self-insurance pool, from and against all liability, claims, and demands, on account of injury, loss, or damage, including without limitation claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with this contract, to the extent and for an amount represented by the degree or percentage such injury, loss, or damage is caused in whole or in part by, or is claimed to be caused in whole or in part by, the wrongful act, omission, error, professional error, mistake, negligence, or other fault of the Professional, any subcontractor of the Professional, or any officer, employee, representative, or agent of the Professional or of any subcontractor of the Professional, or which arises out of any workmen's compensation claim of any employee of the Professional or of any employee of any subcontractor of the Professional. The Professional agrees to investigate, handle, respond to, and to provide defense for and defend against, any such liability, claims or demands at the sole expense of the Professional, or at the option of the City, agrees to pay the City or reimburse the City for the defense costs incurred by the City in connection with, any such liability, claims, or demands. If it is determined by the final judgment of a court of competent jurisdiction that such injury, loss, or damage was caused in whole or in part by the act, omission, or other fault of the City, its officers, or its employees, the City shall reimburse the Professional for the portion of the judgment attributable to such act, omission, or other fault of the City, its officers, or employees.

15. Insurance.

a. The Contractor agrees to procure and maintain, at its own expense, a policy or policies of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by the Contractor pursuant to the terms of this Contract. Such insurance shall be in addition to any other insurance requirements imposed by this contract or by law. The Contractor shall not be relieved of any liability, claims, demands, or other obligations

assumed pursuant to the terms of this Contract by reason of its failure to procure or maintain insurance, or by reason of its failure to procure or maintain insurance in sufficient amounts, duration, or types.

- b. Contractor shall procure and maintain, and shall cause any subcontractor of the Contractor to procure and maintain, the minimum insurance coverages listed in the Supplemental Conditions. If the Supplemental Conditions do not set forth minimum insurance coverage, then the minimum coverage shall be as set forth below. Such coverage shall be procured and maintained with forms and insurance acceptable to City. All coverage shall be continuously maintained to cover all liability, claims, demands, and other obligations assumed by the Contractor pursuant to the terms of this Contract. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.
 - 1. Worker's Compensation insurance to cover obligations imposed by applicable laws for any employee engaged in the performance of work under this contract, and Employers' Liability insurance with minimum limits of ONE MILLION DOLLARS (\$1,000,000.00) for each accident, ONE MILLION DOLLARS (\$1,000,000.00) disease policy limit, and ONE MILLION DOLLARS (\$1,000,000.00) disease each employee. Evidence of qualified self-insured status may be substituted for the Worker's Compensation requirements of this paragraph.
 - 2. Commercial General Liability insurance with minimum combined single limits of TWO MILLION DOLLARS (\$2,000,000.00) each occurrence and THREE MILLION DOLLARS (\$3,000,000.00) aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, independent contractors, products, and completed operations. The policy shall include coverage for explosion, collapse, and underground hazards. The policy shall contain a severability of interests provision.
 - 3. Comprehensive Automobile Liability insurance with minimum combined single limits for bodily injury and property damage of not less than ONE MILLION DOLLARS (\$1,000,000.00) each occurrence and ONE MILLION DOLLARS (\$1,000,000.00) aggregate with respect to each Contractor's owned, hired and non-owned vehicles assigned to or used in performance of the services. The policy shall contain a severability of interests provision. If the Contractor has no owned automobiles, the requirements of this Section shall be met by each employee of the Contractor providing services to the City under this contract.
- c. Except for any Contractor Liability insurance that may be required, the policy or policies required above shall be endorsed to include the City of Aspen and the City of Aspen's officers and employees as additional insureds. Every policy required above shall be primary insurance, and any insurance carried by the City of Aspen, its officers or employees,

or carried by or provided through any insurance pool of the City of Aspen, shall be excess and not contributory insurance to that provided by Contractor. No additional insured endorsement to the policy required above shall contain any exclusion for bodily injury or property damage arising from completed operations. The Contractor shall be solely responsible for any deductible losses under any policy required above.

- d. The certificate of insurance provided to the City of Aspen shall be completed by the Contractor's insurance agent as evidence that policies providing the required coverage, conditions, and minimum limits are in full force and effect, and shall be reviewed and approved by the City of Aspen prior to commencement of the contract. No other form of certificate shall be used. The certificate shall identify this contract and shall provide that the coverage afforded under the policies shall not be canceled, terminated or materially changed until at least *thirty (30) days* prior written notice has been given to the City of Aspen.
 - e. In addition, these Certificates of Insurance shall contain the following clauses:

Underwriters and issuers shall have no right of recovery or subrogation against the City of Aspen, it being the intention of the parties that the insurance policies so effected shall protect all parties and be primary coverage for any and all losses covered by the above-described insurance. To the extent that the City's insurer(s) may become liable for secondary or excess coverage, the City's underwriters and insurers shall have no right of recovery or subrogation against the Contractor.

The insurance companies issuing the policy or policies shall have no recourse against the City of Aspen for payment of any premiums or for assessments under any form of policy.

Any and all deductibles in the above-described insurance policies shall be assumed by and be for the amount of, and at the sole risk of the Proposer.

Location of operations shall be: "All operations and locations at which work in connection with the referenced project is done."

Certificates of Insurance for all renewal policies shall be delivered to the Architect at least fifteen (15) days prior to a policy's expiration date except for any policy expiring on the expiration date of this Contract or thereafter.

- e. Failure on the part of the Contractor to procure or maintain policies providing the required coverage, conditions, and minimum limits shall constitute a material breach of contract upon which City may immediately terminate this contract, or at its discretion City may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith. All moneys so paid by City shall be repaid by Contractor to City upon demand, or City may offset the cost of the premiums against moneys due to Contractor from City.
- f. City reserves the right to request and receive a certified copy of any policy and any endorsement thereto.

- 16. Damage or Destruction. If the Project is destroyed or damaged by any accident or disaster, such as fire, storm, flood, landslide, earthquake, subsidence, theft or vandalism, any work done by Contractor in rebuilding or restoring the work shall be paid for by City as extra work under Paragraph 8 above. If, however, the estimated cost of replacement of the work already completed by Contractor exceeds twenty (20%) percent of the insured sum set forth in Paragraph 14 above, City shall have the option to cancel this Contract and, in such event, Contractor shall be paid the reasonable cost, including net profit to Contractor in the amount of ten (10%) percent, of all work performed by Contractor before such cancellation.
- 17. Notices. Any notice which any party is required or may desire to give to any other party shall be in writing and may be personally delivered or given or made by United States mail addressed as follows:

To City:

City of Aspen

427 Rio Grande Place

Aspen, Colorado 81611

To Contractor:

Progressive Trail Design 3589-3 N. Shiloh Dr. #222 Fayetteville, AR 72703

subject to the right of either party to designate a different address for itself by notice similarly given. Any notice so given, delivered or made by United States mail, shall be deemed to have been given the same day as transmitted by telecopier or delivered personally, one day after consignment to overnight courier service such as Federal Express, or two days after the deposit in the United States mail as registered or certified matter, addressed as above provided, with postage thereon fully prepaid.

18. Inspections; Warranties.

- (a) Contractor shall conduct an inspection of the Project prior to final acceptance of the work with City.
- (b) Contractor shall schedule and cause to be performed all corrective activities necessitated as a result of any deficiencies noted on the final inspection prior to acceptance. The costs of material and/or labor incurred in connection with such corrective activities shall not be reimbursed or otherwise paid to Contractor.
- (c) Contractor shall obtain, at City's expense, third party warranty contracts (to be entered into by City).

- 19. Licensure of Contractor. Contractor hereby represents and warrants to City that Contractor is duly licensed as a general contractor in the State of Colorado, and if applicable, in the County of Pitkin.
- 20. Independent Contractor. It is expressly acknowledged and understood by the parties that nothing in this Contract shall result in, or be construed as establishing an employment relationship. The Contractor shall be, and shall perform as, an independent the Contractor who agrees to use his best efforts to provide the Work on behalf of the City. No agent, employee, or servant of the Contractor shall be, or shall be deemed to be, the employee, agent or servant of the City. The City is interested only in the results obtained under the Contract Documents. The manner and means of conducting the Work are under the sole control of the Contractor. None of the benefits provided by the City to its employees including, but not limited to, worker's compensation insurance and unemployment insurance, are available from the City to the employees, agents or servants of the Contractor. The Contractor shall be solely and entirely responsible for its acts and for the acts of the Contractor's agents, employees, servants and subcontractors during the performance of the Contract.

THE CONTRACTOR, AS AN INDEPENDENT CONTRACTOR, SHALL NOT BE ENTITLED TO WORKERS' COMPENSATION BENEFITS AND SHALL BE OBLIGATED TO PAY FEDERAL AND STATE INCOME TAX ON ANY MONEYS EARNED PURSUANT TO THE CONTRACT.

- **21. Assignment.** This Contract is for the personal services of Contractor. Contractor shall not transfer or assign this Contract or its rights and responsibilities under this Contract nor subcontract to others its rights and responsibilities under this Contract, and any attempt to do so shall be void and constitute a material breach of this Contract.
- **22.** Successors and Assigns. Subject to paragraph 22, above, this Contract shall be binding on, and shall inure to the benefit of, City and Contractor and their respective successors and assigns.
- 23. Entire Contract. This Contract contains the entire Contract between City and Contractor respecting the matters set forth herein and supersedes all prior Contracts between City and Contractor respecting such matters.
- **24. Waivers.** No waiver by City or Contractor of any default by the other or of any event, circumstance or condition permitting either to terminate this Contract shall constitute a waiver of any other default or other such event, circumstance or condition, whether of the same or of any other nature or type and whether preceding, concurrent or succeeding; and no failure or delay by either City or Contractor to exercise any right arising by reason of any default by the other shall prevent the exercise of such right while the defaulting party continues in default, and no waiver of any default shall operate as a waiver of any other default or as a modification of this Contract.
- **25. Remedies Non-Exclusive.** No remedy conferred on either party to this Contract shall be exclusive of any other remedy herein or by law provided or permitted, but each shall be cumulative and shall be in addition to every other remedy.

- **26. Governing Law.** This Contract shall be governed by, and construed in accordance with, the laws of the State of Colorado. Venue for any action at law or equity shall be Pitkin County.
- 27. Attorneys' Fees. If either party to this Contract shall institute any action or proceeding to enforce any right, remedy or provision contained in this Contract, the prevailing party in such action shall be entitled to receive its attorneys' fees in connection with such action from the non-prevailing party.
- **28. Severability.** Any provision in this Contract which is held to be inoperative, unenforceable or invalid shall be inoperative, unenforceable or invalid without affecting the remaining provisions, and to this end the provisions of this Contract are declared to be severable.
- 29. Nondiscrimination. During the performance of this Contract, the Contractor agrees as follows: The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age, marital status, sexual orientation, being handicapped, a disadvantaged person, or a disabled or Vietnam era veteran. The Contractor will take affirmative action to insure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, national origin, sex, age, sexual orientation, handicapped, a disadvantaged person, or a disabled or Vietnam era veteran. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- **30. Prohibited Interest.** No member, officer, or employee of the City of Aspen, Pitkin County or the Town of Snowmass Village shall have any interest, direct or indirect, in this Contract or the proceeds thereof.

31. Warranties Against Contingent Fees, Gratuities, Kickbacks and Conflict of Interest:

- a. The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon a Contract or understanding for a commission, percentage, brokerage, or contingency fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.
- b. The Contractor agrees not to give any employee or former employee of the City a gratuity or any offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to this Contract or to any solicitation or proposal therefor.

- c. It shall be a material breach of the Contract for any payment, gratuity, or offer of employment to be made by or on behalf of a Subcontractor under a contract to the prime Contractor or higher tier Subcontractor or any person associated therewith, as an inducement for the award of a Subcontract or order. The Contractor is prohibited from inducing, by any means, any person employed under this Contract to give up any part of the compensation to which he/she is otherwise entitled. The Contractor shall comply with all applicable local, state and federal "anti-kickback" statutes or regulations.
- 32. Payments Subject to Annual Appropriations. If the contract awarded extends beyond the calendar year, nothing herein shall be construed as an obligation by the City beyond any amounts that may be, from time to time, appropriated by the City on an annual basis. It is understood that payment under any contract is conditional upon annual appropriation of funds by said governing body and that before providing services, the Contractor, if it so requests, will be advised as to the status of funds appropriated for services or materials and shall not be obligated to provide services or materials for which funds have not been appropriate.

33. Worker Without Authorization – CRS §8-17.5-101 & §24-76.5-101.

Purpose. During the 2021 Colorado legislative session, the legislature passed House Bill 21-1075 that amended current CRS §8-17.5-102 (1), (2)(a), (2)(b) introductory portion, and (2)(b)(III) as it relates to the employment of and contracting with a "worker without authorization" which is defined as an individual who is unable to provide evidence that the individual is authorized by the federal government to work in the United States. As amended, the current law prohibits all state agencies and political subdivisions, including the Owner, from knowingly hiring a worker without authorization to perform work under a contract, or to knowingly contract with a Consultant who knowingly hires with a worker without authorization to perform work under the contract. The law also requires that all contracts for services include certain specific language as set forth in the statutes. The following terms and conditions have been designed to comply with the requirements of this new law.

Definitions. The following terms are defined by this reference are incorporated herein and in any contract for services entered into with the Owner.

- .1 "E-verify program" means the electronic employment verification program created in Public Law 208, 104th Congress, as amended, and expanded in Public Law 156, 108th Congress, as amended, that is jointly administered by the United States Department of Homeland Security and the social security Administration, or its successor program.
- .2 "Department program" means the employment verification program established pursuant to Section 8-17.5-102(5)(c).
- .3 "Public Contract for Services" means this Agreement.

- .4 "Services" means the furnishing of labor, time, or effort by a Consultant or a subconsultant not involving the delivery of a specific end product other than reports that are merely incidental to the required performance.
- .5 "Worker without authorization" means an individual who is unable to provide evidence that the individual is authorized by the federal government to work in the United States

By signing this document, Consultant certifies and represents that at this time:

- 1. Consultant shall confirm the employment eligibility of all employees who are newly hired for employment to perform work under the public contract for services; and
- 2. Consultant has participated or attempted to participate in either the e-verify program or the department program in order to verify that new employees are not workers without authorization.

Consultant hereby confirms that:

- 1. Consultant shall not knowingly employ or contract with a worker without authorization to perform work under the Public Contract for Services.
- 2. Consultant shall not enter into a contract with a subconsultant that fails to certify to the Consultant that the subconsultant shall not knowingly employ or contract with a worker without authorization to perform work under the Public Contract for Services.
- 3. Consultant has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under the public contract for services through participation in either the e-verify program or the department program.
- 4. Consultant shall not use the either the e-verify program or the department program procedures to undertake pre-employment screening of job applicants while the Public Contract for Services is being performed.

If Consultant obtains actual knowledge that a subconsultant performing work under the Public Contract for Services knowingly employs or contracts with a worker without authorization, Consultant shall:

- 1. Notify such subconsultant and the Owner within three days that Consultant has actual knowledge that the subconsultant is employing or subcontracting with a worker without authorization: and
- 2. Terminate the subcontract with the subconsultant if within three days of receiving the notice required pursuant to this section the subconsultant does not stop employing or contracting with the worker without authorization; except that Consultant shall not terminate the Public Contract for Services with the

subconsultant if during such three days the subconsultant provides information to establish that the subconsultant has not knowingly employed or contracted with a worker without authorization.

Consultant shall comply with any reasonable request by the Colorado Department of Labor and Employment made in the course of an investigation that the Colorado Department of Labor and Employment undertakes or is undertaking pursuant to the authority established in Subsection 8-17.5-102 (5), C.R.S.

If Consultant violates any provision of the Public Contract for Services pertaining to the duties imposed by Subsection 8-17.5-102, C.R.S. the Owner may terminate this Agreement. If this Agreement is so terminated, Consultant shall be liable for actual damages to the Owner arising out of Consultant's violation of Subsection 8-17.5-102, C.R.S.

It is agreed that neither this agreement nor any of its terms, provisions, conditions, representations or covenants can be modified, changed, terminated or amended, waived, superseded or extended except by appropriate written instrument fully executed by the parties.

If any of the provisions of this agreement shall be held invalid, illegal or unenforceable it shall not affect or impair the validity, legality or enforceability of any other provision.

34. <u>Electronic Signatures and Electronic Records</u> This Agreement and any amendments hereto may be executed in several counterparts, each of which shall be deemed an original, and all of which together shall constitute one agreement binding on the Parties, notwithstanding the possible event that all Parties may not have signed the same counterpart. Furthermore, each Party consents to the use of electronic signatures by either Party. The Scope of Work, and any other documents requiring a signature hereunder, may be signed electronically in the manner agreed to by the Parties. The Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic documents, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

IN WITNESS WHEREOF, the parties agree hereto have executed this Contract for Construction on the date first above written.

ATTESTED BY:	CITY OF ASPEN, COLORADO
	By:
	Title:
APPROVED AS TO FORM:	
By:City Attorney	
ATTESTED BY:	CONTRACTOR: Nathan Woodruff
Take Coals	Progressive Trail Design By:
	President Title:

General Conditions for Construction Contracts and Special Conditions can be found on City of Aspen Website. https://www.cityofaspen.com/497/Purchasing

Note: Certification of Incorporation shall be executed if Contractor is a Corporation. If a partnership, the Contract shall be signed by a Principal and indicate title.

CERTIFICATE OF INCORPORATION

(To be completed if Contractor is a Corporation)

STATE OF	00
COUNTY OF)	SS.
	, 20, before
personally known, who, being by n	, to me ne first duly sworn, did say that s/he is of and that the
said instrument was signed and sealed	corporate seal of said corporation, and that d in behalf of said corporation by authority of ent acknowledged said instrument to be the
WITNESS MY HAND AND NOTARIA first above written.	L SEAL the day and year in this certificate
	Notary Public
	Address
My commission expires:	

Appendix A:

Scope of Work

Trail Details:

• Trail Type: Singletrack

Trail Surface: Natural SurfaceUsers: Bikes and Pedestrians

• Construction Technique: Mechanized and hand-built

• Other Notes: demo and removal of railroad ties, building of new retaining walls, includes haul off of ties and other materials.

C. CONTRACTOR designs and builds all trails in accordance with industry Best Management Practices outlined by PTBA and IMBA "Trail Solutions: IMBA's Guide to Building Sweet Singletrack."

ARTICLE 2.

Line Item Description		rice	UOM	QTY	Total Price	
Section 1						
Trail Construction	\$	12.00	LF	670	\$ 8,040.00	
Section 2						
Trail Construction	\$	12.00	LF	320	\$ 3,840.00	
Rough and Fine Grade	\$	7.00	SF	1920	\$ 13,440.00	
Turn Construction/Wall	\$	40.00	SF	180	\$ 7,200.00	
Railroad Tie and Steel Post Removal (Demo)			LS		\$ 22,500.00	
Temp Construction Access (crushed stone)	\$	6.00	SF	600	\$ 3,600.00	
Section 3						
Rough and Fine Grade	\$	7.00	SF	2250	\$ 15,750.00	
Trail Rock Work (Stone)	\$	40.00	SF	350	\$ 14,000.00	
Trail Construction	\$	12.00	LF	375	\$ 4,500.00	
Stone Walls	\$	40.00	SF	390	\$ 15,600.00	
Railroad Tie and Steel Post Removal (Demo)			LS		\$ 12,500.00	
4. Other						
Staging Area at Rec Center (install & clean up)						
Haul Off			LS		\$3,000	
Concept Design/Layout			LS		\$7,500	
			Subtotal		\$131,470.00	
Temporary Facilities		7%			\$ 9,202.90	
General Conditions/Mobilization		15%			\$ 19,720.50	
Sourcewell Discount					\$ (11,227.54)	
Sourcewell Contract #112420-ARC			Total		\$149,165.86	

At 5:00 p.m. Mayor Torre called the regular meeting to order with Councilors Doyle, Hauenstein, Richards, and Mesirow present.

CITIZEN COMMENTS:

Chris Bryan – Mr. Bryan said he noticed that council wants to increase the design fees for the Lumberyard. He reminded council that this project is getting very expensive and it's not clear how this is being paid for. He also mentioned the two employee housing units being purchased by the city. He said he will also be giving public comment later regarding the two ordinances.

Mike Ireland – Mr. Ireland said today is election day. He wants to encourage everyone to vote. He said the STR regulations are fundamentally flawed. He spoke about the decline in community members happiness according to the survey. We're making the housing problem worse. His suggestion is to restrict the STR permits to 500 and 90 days. He said to cut it back and said STR's don't belong in residential neighborhoods.

Peter Fornell – Mr. Fornell said he wants to be clear about the source of the 505 fund dollars are. He spoke about city departments use of these funds.

Councilor Richards said that he doesn't have the correct information.

Lorrie Winnerman – Ms. Winnerman said when she rents her place out, she doesn't hire extra people. There has never been a complaint from her neighbors for renting her place out.

Julieann Keil – Ms. Keil said she is dependent on her STR's.

Mayor Torre said they will take public comment on the ordinances later.

COUNCILMEMBER COMMENTS:

Councilor Mesirow said today is election day, so please get out and vote. The meeting tonight that the real governing happens in your backyard. He just got back from a small trip and saw Torre at the farmer's market. If you want to fall in love with Aspen again, you should leave momentarily. We are so fortunate to live here. He was in Chamonix, and they are one of our Sister Cities. It was really wonderful and eye opening. Their issues are also affordable housing, transportation, etc. They want to rebuild relationships after COVID.

Councilor Doyle echoed Councilor Mesirow's sentiments about leaving Aspen. He was in Breckenridge last week for a Municipal League Conference and said that Breckenridge is really nice. But it's not Aspen. We still have a lived-in community, and he is grateful.

Councilor Hauenstein spoke about the Municipal League Conference and said there were a lot of interesting comments about Aspen being the gold standard for building codes. If you value the environment, Aspen is the leader. He said congratulations to the Avalanche as Stanley Cup winners for the first time in 21 years.

Councilor Richards said she believed the conference was very valuable. Summit County had a moratorium on STRs last year and on May 24th they went back into a moratorium for nine months. It was fairly surprising information.

Mayor Torre asked for patience during the Cooper and Galena experiment. The team implementing this is carrying out a policy direction from council. We want to see our community safer and address having more foot traffic downtown. Some comments we've heard are now about the pedestrians and bikes. We want it to be safe and usable.

AGENDA AMENDMENTS: None.

CITY MANAGER COMMENTS: None.

BOARD REPORTS:

Councilor Hauenstein said CORE is very close to choosing a new executive director. He's proud for where they are now and it's a big improvement from last year.

Mayor Torre had the ACRA board meeting. They had a staff presentation regarding the Galena Cooper project. We are moving in the right direction and are interested in this trial. There was a comment made from someone in the real estate sector and he said it's great to get these ordinances in the books and that he's looking forward to seeing the new codes in place.

CONSENT CALENDAR:

Councilor Mesirow said he has a brief comment about the purchases. He is going to support them, and he has had concerns regarding the 505 funds in the past. He is a runner and a barefoot runner. He has found that the 505 fund is like wearing a giant shoe.

Councilor Doyle moved to approve the consent calendar; Councilor Richards seconded.

Councilor Richards said she feels we are forced into this because we need to provide services to the public that they deserve and expect.

Roll call vote: Doyle, yes; Hauenstein, yes; Mesirow, yes; Richards, yes; Torre, yes. 5-0, motion carried.

PUBLIC HEARINGS:

Ordinance #09, Series of 2022 – Short-Term Rental Regulations – Phillip Supino, Community Development Director & Haley Hart, Zoning Enforcement Officer

Mr. Supino described the process constraints and the process in numbers. He summarized what led to the moratorium and how they made the sausage. The moratorium is a means and not an end. The moratorium was a necessary tool. The result is a leading edge set of regulations tailored to our unique set of circumstances in our community. We can't judge the success of this for months and even years. The land use code, however, cannot resolve these bigger community issues. He said there are likely unintended consequences, and this is an evolving document, but this shouldn't prevent council from taking the action that you want to take. Staff has taken this process very seriously and we do realize it could have positive and negative impacts on people in our community. It has been a humbling experience that we are grateful for.

Ms. Hart pointed out the changes since first reading regarding occupancy limits, administrative fees, and in-unit messaging.

Mayor Torre opened public comment.

Patrick Rawley – Mr. Rawley said he is here on behalf of Nicole Demetrius who has an STR on west Main Street. He said there was a limit put on the mixed-use zone district and said it's already a buffer zone. Main Street is a perfect location for STR's due to the activity and accessibility and provide vitality.

Gordon Leddingham – Mr. Leddingham said he's been in long conversations with council for the past six months. He we have a unique situation and have a condo in the RMF zone. We are unable to get a classic permit. If his mother heard that she was unable to get a permit, she would roll over in her grave.

Chuck Frias – Mr. Frias asked where people can access all of the public comment which was submitted.

Mr. True said they are all part of the public record and council has access to all of them.

Mr. Frias said there are a number of condo buildings that have been historic rentals, so one of the flaws is to lump them together with residential rentals. He mentioned the slides and comparisons to Salida because he doesn't feel that is the same type of resort town. We're looking and blaming the wrong area.

Tracy Sutton – Ms. Sutton said she's supportive of everyone who has spoken. Due to Aspen's unique inventory of private home rentals, a lot of contracts were written as nonrefundable. In the event of a sale, the rental should have the same stipulations as previous owner.

Councilor Hauenstein asked how often this happens. Ms. Sutton said she dealt with it seven or eight times over the past year.

Presley Swann – Mr. Swann asked if there was a poll of people who live in Aspen full time that this is supposed to benefit.

Stephanie Holder – Ms. Holder said she has been an attorney in Aspen for the past ten years and lives in a free market unit in the core. She's never rented her unit previously. Any regulations would be unfairly punitive because she is now looking into renting her place. She is against any regulations because she has to rent her place in order to stay in Aspen.

Julianne Keil – Ms. Keil said she lives in Stephanie Holder's building and she's in the same boat. She depends on renting her place. She's getting about \$2000 a night for her unit, so if you guys limit the rentals, I'm just going to have to raise my price. She wants Aspen to make the most money possible and not have people going underground.

Peter Fornell – Mr. Fornell said a lot of talk about our primary residence, and he can't afford to be gone 90 days a year, so he's wondering if people who depend on renting their place, if it's really their primary residence.

Phyllis Bronson – Ms. Bronson said she's worried about the demise of the neighborhoods. The core is vital, and a lot of good things are happening there. She's hearing the STR's have taken away the long-term rentals. She echoes some of what Mick said. She mentioned the community tragedy with the fire and the travesty with Aspen Times. Good people are getting hurt. Some of the most vocal critics of the Aspen Times, are the biggest proponents of STR's in the city and county. You need a healthy middle. The old mining town is going down.

Jonathan Nickell – Mr. Nickell said the schools do need housing and we are losing teachers due to a lack of housing. His main worry is that only certain people get an economic benefit. You need to make this

fair and available to everyone. Make sure that everyone has access to this and not grandfathering people in.

Ben Wolf – Mr. Wolf, of Frias Properties, said it's quite simple and about the Aspen feel and not alienating a potential client of Aspen. It doesn't make sense for a new owner to not have the permit if someone has already booked. This is kind of simple and a good way to continue to welcome people to Aspen. We've encountered it, but it's not happening all the time.

Chris Bendon – Mr. Bendon is supporting Patrick Rawley's comments regarding Main Street. It does make sense and is a great area for STR's.

Bill Stirling – Mr. Stirling said addressing STR's is happening in probably every ski town in Colorado. There is a lot of information out there and the different policies. He likes some of the regulations they have come up with, but not allowing any new licenses, he disagrees with. Many people who got the licenses last minute, have never rented, they just wanted the option. There should be a different process about bringing new people in. He thinks stripping a place of it's permit when it sells isn't fair and limiting to 90 days is too little.

Alycin Bektesh – Ms. Bektesh is here representing ACRA. She commended the city on their outreach. They represent a very diverse group. Membership does have concerns about the 90-day cap and will adversely harm people who rely on rental income.

LJ Erspamer – Mr. Erspamer said he's a real estate broker. He served on Planning & Zoning commission for eight years. He congratulated staff on what a great job they've done. He lives on the 500 block of Spruce Street, and he has seen a lot of developments over the years. He has seen problems with every rental. He's had to deal with parking issues due to these rental properties and his own property value has gone down at his expense. We have no more room for STR's. He said they've been living in a nightmare, and this is what's happening to us, is that we are the ones who suffer.

Alexandra George – Ms. George said she's spoken several times over the past few months. She came up reluctantly because she's not sure it will make a difference. Today is election day and March 2023 is an election month. She voted for all of you, and it's been an interesting two years. She's encouraging you to take some of these comments tonight and make your own vote. She's been attending all of the public meetings and doesn't feel heard because the vote is always 5 out of 5.

Chris Bryan – Mr. Bryan said there is no reason you have to vote on this tonight. There is no reason you should feel rushed to vote on this tonight. He doesn't feel this ordinance is ready. You're about to do something you haven't done before so please proceed with caution.

James R. True, City Attorney, said council can continue this item because it doesn't have a time restriction like ordinance #13 and #14. Mr. Supino said he wouldn't feel comfortable making an amendment tonight. Councilor Richards agreed that they should not craft something on the fly.

Council continued discussion on various questions and changes.

Mayor Torre said there were a lot of great comments and a lot of concerns. He's comfortable moving forward knowing they have the opportunity for amendment.

Councilor Hauenstein reassured Alexandra George that they do listen to all of the comments and respond to emails. We are trying to be accommodating. We are trying to identify the impacts and reign it in as much as possible.

Councilor Doyle said business as usual isn't working for our community and that is why staff has put in so many hours working on this for us, so thank you to staff.

Councilor Richards said next March is our election. People will be debating these issues wonderfully and we'll see where the community goes. It will be an exciting time. She thanked staff and the public for their comments. We're trying to do a good job and all of the input is extremely helpful.

Council Mesirow said we should not be scared of change. It's always an opportunity for regrowth and improvement. Our responsibility is to respond to changing times. This has been clear-eyed, balanced, considerate and involving. He's happy to support this.

Mr. True read the motion with the amendment.

Councilor Mesirow motioned to approve Ordinance #09, Series of 2022 with the amendment; Councilor Doyle seconded. Roll call vote: Doyle, yes; Hauenstein, yes; Mesirow, yes; Richards, yes; Torre, yes. 5-0, motion carried.

Mayor Torre said they are taking a 30-minute break.

Ordinance #13 and #14, Series of 2022 – Response to Moratorium – Residential Building - Ben Anderson, City Planner

Mr. Anderson said the presentation is related to both ordinances. There have been some changes made since first reading to Ordinance #13: Formatting, grammar, new details on specific review path for affordable housing projects that are subject to HPC review, the inclusion of an employee generate rate of .107 FTE/1000 sf following Council direction at first reading, vertical circulation elements excluded from calculation of mitigation floor area, and refinements to appendix A of the Residential Demolition and Redevelopment standards.

Jessica Garrow, of Design Workshop, gave an overview of when they got involved and their engagement summary.

Mr. Anderson gave an overview of the primary policy proposals.

Mayor Torre opened public comment.

Mr. True said we can take comment on both ordinances at the same time.

Haley Carmer – Ms. Carmer said she's an attorney at Garfield & Hecht and submitted a letter this afternoon. She said even with updated studies, it's premature to be looking at changes to the fee structure. She said Ordinance #13 is basically in the same state as it was at first reading and is a point of concern. She listed items that are not included in the updated study. We need more information; it's more than a policy decision.

Michael Verdone – Mr. Verdone said he is a director at BBC Research and Consulting in Denver, CO. We've been retained by Garfield & Hecht. A letter was sent earlier today, and he read an excerpt from it. He said there are a few areas of concern regarding impact fees. He listed some recommendations.

Jonathan Nickell – Mr. Nickell said that he knows this is really hard and thanked council for their service. He spoke about a change in fees and knows we're trying to do the right thing, but we've completely gotten out of the realm of doing what is reasonable and logical. He feels targeted as a specific group of homeowners who would like to have the option of redeveloping their property. This isn't the way to fix the problem.

Chris Bryan – Mr. Bryan said he is a local attorney and said they gave public comment as soon as they could, but you didn't give anyone notice of Ordinance #27 in December. He read key parts from a letter that was sent today. He spoke about fees and doubts among the community. The last time we went to court, the court agreed with us.

Mr. True said he doesn't want to get into an argument with Mr. Bryan. We disagree and they are entitled to their opinions. We believe we've done this analysis properly. If they wish to litigate that, it is their right. The letter that the expert provided was dated yesterday and we received it at 3:30 p.m.

Peter Grenney – Mr. Grenney read an excerpt from the staff memo. He said it seems people are being punished for not scraping and replacing their homes. He said it seems to be the stick approach as opposed to the carrot. This seems counter to the point of trying to preserve smaller homes rather than giving them an incentive.

Bill Stirling – Mr. Stirling said Aspen didn't just become a commodity yesterday. He made that statement in the mid 80's when more people came to Aspen to own, build, and profit by selling real estate. COVID caused the phenomenon of urbanites coming to Aspen and unexpectedly shot the prices up beyond imagination. Some of your reaction to wanting to make changes is because of this phenomenon. The natural ebbs and flows of our economy are already starting to slow things down. Limiting the number of demolitions a year to six seems quite unrealistic. He suggests they think about a workable group of exceptions. He advises they back off on such dramatic increases on affordable housing mitigation fees.

Bill Guth – Mr. Guth said he lives on 8th Street. He thanked staff and council on their hard work. This is going to be another well intentioned mess in Skippy's words. There are so many unintended consequences in this. This is not a solution to the problems our community is facing. This creates new problems. This is going to disadvantage locals. No one has suggested carrots or incentives. To try to penalize without solving the problems, makes no sense. Limiting demolitions will result in more extensive renovations, which will be highly impactful on the neighbors. It's concerning how staff will delegate these demolitions totally fairly. Most upsetting will be the jobs that are lost because of these changes. It permeates the entire valley that is involved in the development industry. This is so rushed. It's going to be a mess. He's developed a lot of houses in the west end, he's gotten six HPC awards for every project he's ever done, he started a restaurant in town, he's married with kids.

Alycin Bektesh – Ms. Bektesh with ACRA said she's here to summarize to what they've heard from their 700+ business members. She said congrats on passing the short-term rental ordinance. She's appreciative of them taking public comment. With these ordinances, our membership is concerned with the impacts on locals especially those involved in the development industry.

Jim Pomeroy – Mr. Pomeroy said he's a lifelong citizen of Aspen and he is here as an independent citizen and not as an employee of the city. If democracy can be thought of as leaders doing the best for the majority of their citizens wellbeing, then approving the ordinances tonight will prove that democracy is

alive and well in Aspen. Over the years, he has heard multiple complaints about the development in Aspen. He's heard this a million times over the past few years. He agrees with the sentiment. He voted for every member of this board and it's nice to have a board make some positive changes in this town. We can't predict everything that will come out of it, and he wishes we could always have perfect legislation, but he appreciates them finally trying to do something about this. He wishes that more locals who are in favor of these decisions, would come to these meetings too.

Fred Pierce – Mr. Pierce has called Aspen home for 62 years. He's heard comments from council about how the goal is to preserve the community and workforce. He's one of those guys but doesn't feel like they are worried about him. He's familiar with what is being proposed and he's reminding them again of where guys like him are coming from. His home would need to be demolished and said the deferral agreement is useless unless you include some sort of appreciation for those of us who live in our units after a certain period of time.

Mike Maple – Mr. Maple brought in an old pipe and said it's impossible to repair. He said he could talk for hours about this. It's not been properly thought through. You don't all understand the development process as it occurs by creating a lottery or roll of the dice. He spoke about January when the applications are received and blamed the people reviewing the applications for fumbling the process. We have no idea how many people will be playing the game and how fast they will be submitting. This is an absolute roll of the dice. That is a terrible place to be. He said the reason he is here is because he moved here with his parents in 1968. The house is now very old and tired. These two ordinances should have been on two separate nights. His parent's house has him laser focused on the consequences of the lottery you all are creating. Please do not do this.

Peter Fornell – Mr. Fornell said the demolition number needs to be rethought. He said Ben Anderson does a fantastic job and wondered if he's gone through the exercise of used the new lower generation numbers and new higher mitigation numbers and figured the dollars and sense of this. Mr. Anderson said yes, the numbers are presented in the packet.

Councilor Hauenstein said they've been here for six hours, and they need some time to think and evaluate everything and moved to continue this meeting.

Councilor Richards said she's hopeful they can continue to tomorrow night.

Mayor Torre said he'd prefer Thursday.

Mr. True said you continue the two ordinances and then continue the meeting in three separate motions.

Mayor Torre closed the public hearing for both ordinances.

Councilor Hauenstein motioned to continue Ordinance #13, Series of 2022 to Thursday June 30th at 2:00 p.m.; Councilor Mesirow seconded.

Mayor Torre said what he's hearing in the room tonight is for the locals and he's looking for local's sensitivity.

The council members clarified for staff what they would like more information on and want to consider for Thursday.

Roll call vote: Doyle, yes; Hauenstein, yes; Mesirow, yes; Richards, yes; Torre, yes. 5-0, motion carried.

Councilor Hauenstein motioned to continue Ordinance #14, Series of 2022 to Thursday June 30th at 2:00 p.m.; Councilor Doyle seconded. Roll call vote: Doyle, yes; Hauenstein, yes; Mesirow, yes; Richards, yes; Torre, yes. 5-0, motion carried.

Councilor Hauenstein motioned to continue this meeting to Thursday June 30th at 2:00 p.m.; Councilor Doyle seconded.

Mayor Torre thanked members of the public for being present at 11:00 at night and for the council members for indulging the speakers tonight. Thank you for your patience.

Roll call vote: Doyle, yes; Hauenstein, yes; Mesirow, yes; Richards, yes; Torre, yes. 5-0, motion carried.

Nicole Henning, City Clerk



MEMORANDUM

TO: Mayor Torre and Aspen City Council

THROUGH: Phillip Supino, Community Development Director

FROM: Sarah Yoon, Preservation Planner II; Community Development

MEMO DATE: July 5, 2022

MEETING DATE: July 12, 2022

RE: Call Up Notice, HPC approval for 204 S. Galena – Minor Development Review and

Commercial Design Review

APPLICANT:

GUCCI America, Michelle Carrieri

REPRESENTATIVE:

Cheuk Choi. Callison RTKL

LOCATION:

Street Address:

204 S. Galena Street

Legal Description:

Lots A, B, and C, Block 94, City and Townsite of Aspen, Colorado

Parcel Identification:

PID# 2737-073-40-001

CURRENT ZONING & USE:

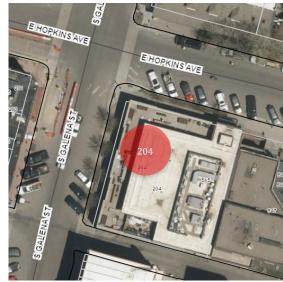
CC (Commercial Core): Commercial Use

PROPOSED USE:

No change

PROCESS SUMMARY: Certain land use approvals granted by HPC or P&Z require that Council be notified of the decision through a brief staff summary. The notification is not a public hearing and no applicant presentation or public comment has been accepted in the past. During the Call Up Notice, City Council may uphold the HPC or P&Z decision. Alternatively, Council may request more detailed information be provided through a presentation by staff and the applicant at a future meeting. After hearing the additional project description, Council may uphold the boards' decision or may remand it to require reconsideration of specific issues at a new public hearing. HPC's or P&Z's decision on remand shall be final.

BACKGROUND: 204 S. Galena Street is a commercial property in the Commercial Core (CC) Historic District but the building itself is considered a non-contributing building in that it was constructed in 2014. There are multiple commercial spaces with entrances on the ground floor along Galena Street and a restaurant space on the upper level.



Site Locator Map - 204 S. Galena

STAFF RECOMMENDATION:

A new tenant plans to remodel the interior by combining two commercial spaces and making changes to the exterior fenestration and building materials. The proposed fenestration changes maintain the existing rhythm and dimensions of the openings, and the addition of new cladding material will be limited to the areas surrounding the fenestration. No changes are proposed to the mass, scale and overall footprint of the building.

On June 8, 2022, the Historic Preservation

Figure 1 - 204 S. Galena Street, 2022

Commission (HPC) reviewed the application for compliance with the Design Guidelines for the Commercial Core (CC) Historic District. At this hearing, staff recommended HPC discuss the proposed changes to the entrance vestibule and the proposed exterior building materials. HPC determined that the proposed recessed entry met the design guidelines, but recommended the exterior cladding material be restudied for a compliant material that is in character with the historic district. The request to restudy the exterior cladding was included as a condition of approval.

The commission approved the application for Minor Development Review and Commercial Design Review by a unanimous vote of 6-0. Staff recommends City Council uphold HPC's decision.

FINANCIAL IMPACTS: N/A

ENVIRONMENTAL IMPACTS: N/A

ALTERNATIVES: N/A

RECOMMENDATION:

Staff recommends Council uphold HPC's decision.

Recommended Motion:

"I move to uphold HPC's approval for 204 S. Galena Street – Minor Development Review and Commercial Design Review."

Alternative Motion to Call-up item:

"I move to call-up HPC's approval for 204 S. Galena Street - Minor Development Review and Commercial Design Review."

CITY MANAGER COMMENTS:		

EXHIBITS:

A - HPC memo, June 8, 2022

B - HPC approved plans

C - HPC meeting minutes, June 8, 2022

D - HPC Resolution #10, Series of 2022



TO: Aspen Historic Preservation Commission

FROM: Sarah Yoon, Historic Preservation Planner

THROUGH: Natalie Feinberg Lopez, Historic Preservation Officer

MEETING DATE: June 8, 2022

RE: 204 S. Galena Street – Minor Development Review and Commercial

Design Review, PUBLIC HEARING

APPLICANT /OWNER:

GUCCI America, Michelle Carrieri

REPRESENTATIVE:

Cheuk Choi, CallisonRTKL

LOCATION:

Street Address:

204 S. Galena Street

Legal Description:

Lots A, B, and C, Block 94, City and Townsite of Aspen, Colorado

Parcel Identification Number:

PID# 2737-073-40-001

CURRENT ZONING & USE

CC (Commercial Core);

Commercial

PROPOSED ZONING & USE:

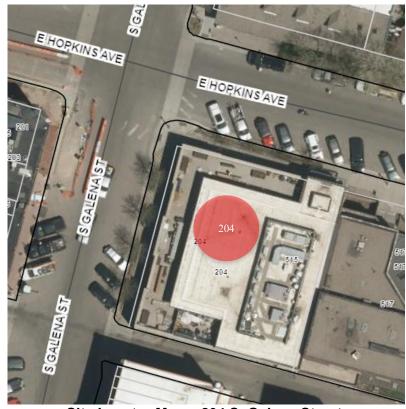
No change

SUMMARY:

The applicant requests Minor Development and Commercial Design Review approval to make the following exterior changes: modify existing fenestration, redesign the main entry, and introduce new building materials.

STAFF RECOMMENDATION:

Staff recommends continuation to restudy the items listed on page 4 of this memo.



Site Locator Map - 204 S. Galena Street

Page 1 of 4



BACKGROUND:

204 S. Galena Street is a commercial property on a 9,000 s.f. lot in the Commercial Core (CC) Historic District. The building is a non-contributing building that received design approval from the Historic Preservation Commission (HPC) in 2012. At the time of the design approval, HPC discussed exterior details such as the cornice line of the building and modular articulation of the building façade. The building contains



Figure 1 – 204 S. Galena Street, 2022

multiple commercial spaces with entrances on the ground floor and a restaurant space on the upper level. Second tier space requirements are not applicable if no new connections are made.

REQUEST OF HISTORIC PRESERVATION COMMISSION (HPC)

The Applicant is requesting the following land use approvals:

- <u>Minor Development (Section 26.415.070.C)</u> to make exterior changes to the existing commercial property.
- <u>Commercial Design Guidelines (Section 26.412)</u> to make exterior changes to the existing commercial property.

The Historic Preservation Commission (HPC) is the final review authority, however, Commercial Design Review is subject to Call-up Notice by City Council.

PROJECT SUMMARY:

The applicant proposes an interior remodel to combine two commercial spaces and exterior changes to existing fenestration by changing two sets for doors into storefront windows along Galena Street. The proposed entry is further recessed and expanded as part of this scope of work and a marble stone veneer is proposed to reclad areas of the building pertaining to this tenant. No changes proposed to the building mass, scale, and overall footprint.

STAFF COMMENTS:

The exterior fenestration changes respect the existing rhythm of the bays and storefront window dimensions. While the design guidelines and standards require a recessed entry for commercial spaces in the Commercial Core, staff finds the vestibule design departs from entrances seen in the district. Exterior changes include the use of marble veneers and maiolica tiles, which are foreign building materials to the district. Signage and plans for window displays are not part of the design review.

Page 2 of 4



Staff recommends HPC review the following topics:

1. Fenestration and Entry Vestibule: The design guidelines for the CC Historic District prioritize transparent storefront windows that are taller than other levels of the building. This is identified as a historic trait of commercial buildings in the core. The proposed drop-down ceiling detail in front of the windows are internal, yet they change the exterior perception of the storefront and do not meet the intent of Design Standard 2.11. Staff recommends restudy of this detail.

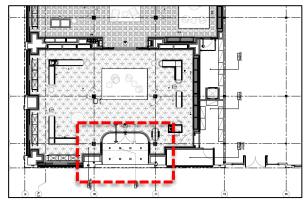


Figure 2 – Proposed Entry along Galena Street

The proposed new entrance to the commercial space is contained within the existing rhythm of the bays, however, the plan view reveals the entry to be significantly recessed and curvilinear in shape which departs from the surrounding context (Figure 2). While staff supports the overall fenestration changes, staff recommends restudy of the entry design to better conform with the surrounding context.

2. New Building Material in the Historic District: The Commercial Core Historic District consists of building materials that are non-reflective, durable to Aspen's climate, and typically neutral in color. The applicant proposes the use of marble veneers to cover the entry and the exposed steel elements of the building. A green colored maiolica tile to match the marble is proposed for the interior drop ceiling visible from the street. Staff finds both materials depart from the material palette of the district and recommends restudy (Design Standard 1.23, Design Guideline 1.24, and Design Guideline 2.14).

REFERRAL COMMENTS:

The application was referred out to other City departments who have requirements that may significantly affect the permit review. Please see Exhibit B for full comments. A summary of the comments are as follows:

Building Department:

- 1. The entry will require a slip-resistant material per 1003.4
- 2. New entry doors to comply with ICC A117.1-2009 404.2.9 and have kick plate within extend vertically 10" from the floor.

Parks Department:

 Utmost care and caution will be required around trees. A certified arborist must be engaged to deal with tree related issues such as tying back branches, protecting trunks of trees and appropriate trimming of branches. Please call the City Forester for further clarification at 970-319-9729

Page 3 of 4



Zoning Department:

- 1. Demolition calculations are not required for like for like replacement of fenestration, needed if fenestration is expanded.
- 2. A separate sign permit is required for any proposed signage for the property. Rules and regulations related to sign allotment, sign illumination and windows displays, and size of letter will apply.

RECOMMENDATION:

Staff recommends the Historic Preservation Commission (HPC) continue this application to restudy the following items:

- 1. Revise the entry vestibule to be more contextual with other storefront entrances in the district.
- 2. Select a cladding material with a color and finish that is traditionally found in the historic district (Design Guidelines 1.23 and 2.14).
- 3. Revise dropdown ceiling detail in front of windows to better comply with Design Standard 2.11.

ATTACHMENTS:

Resolution #, Series of 2022

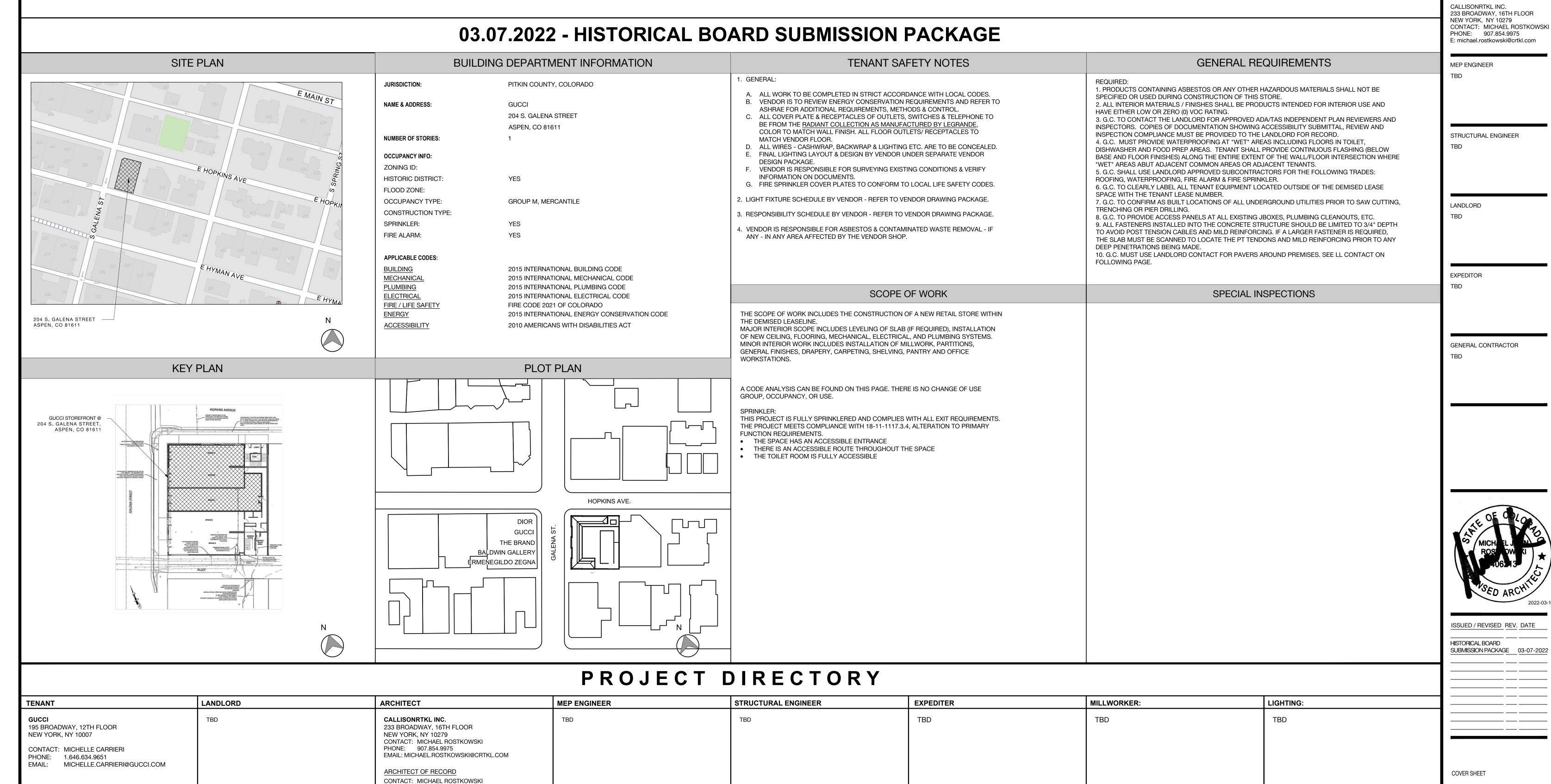
Exhibit A – Commercial Design Guidelines / Staff Findings

Exhibit B - Referral Comments

Exhibit C – Application

GUCI

204 S. GALENA STREET, ASPEN, CO 81611



PHONE: 907.854.9975

EMAIL: MICHAEL.ROSTKOWSKI@CRTKL.COM

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GUCCI

SPACE A-C

003-210127.00

SALES AREA:

BOH AREA:

ARCHITECT

TENANT

204 S. GALENA STREET

ASPEN, CO 81611

PROJECT INFORMATION

GROSS AREA: 5,653 SQ.FT

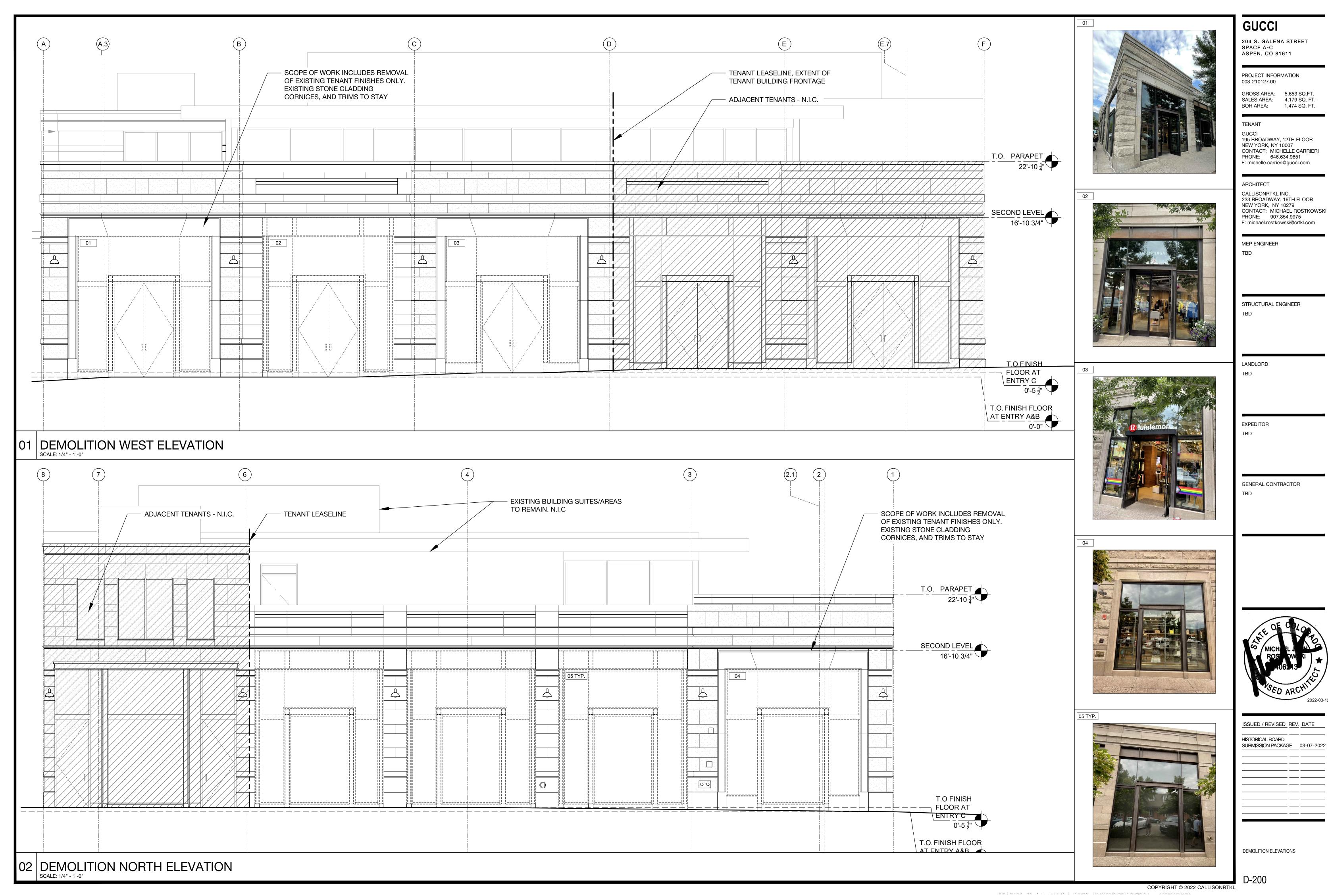
195 BROADWAY, 12TH FLOOR

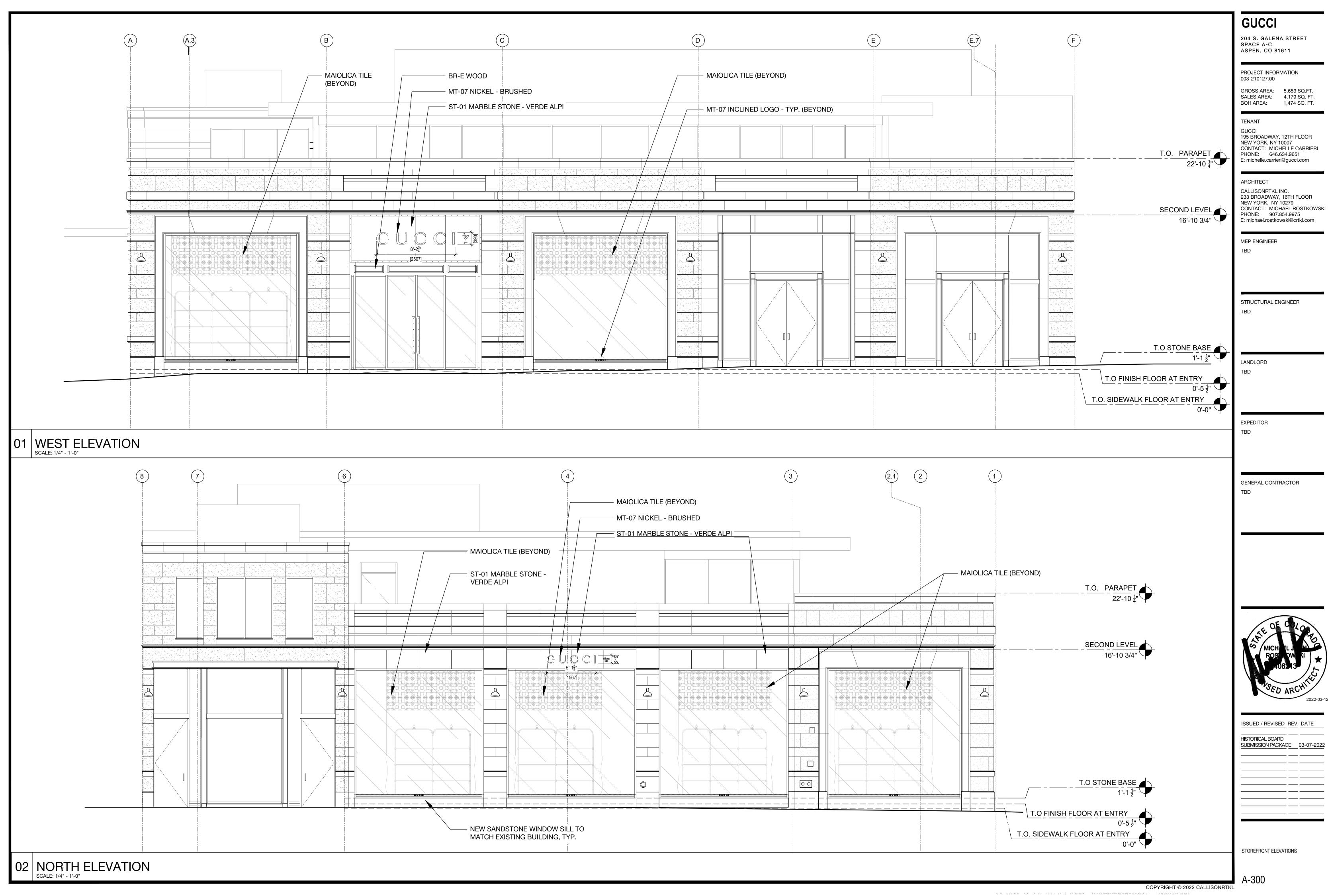
CONTACT: MICHELLE CARRIERI PHONE: 646.634.9651
E: michelle.carrieri@gucci.com

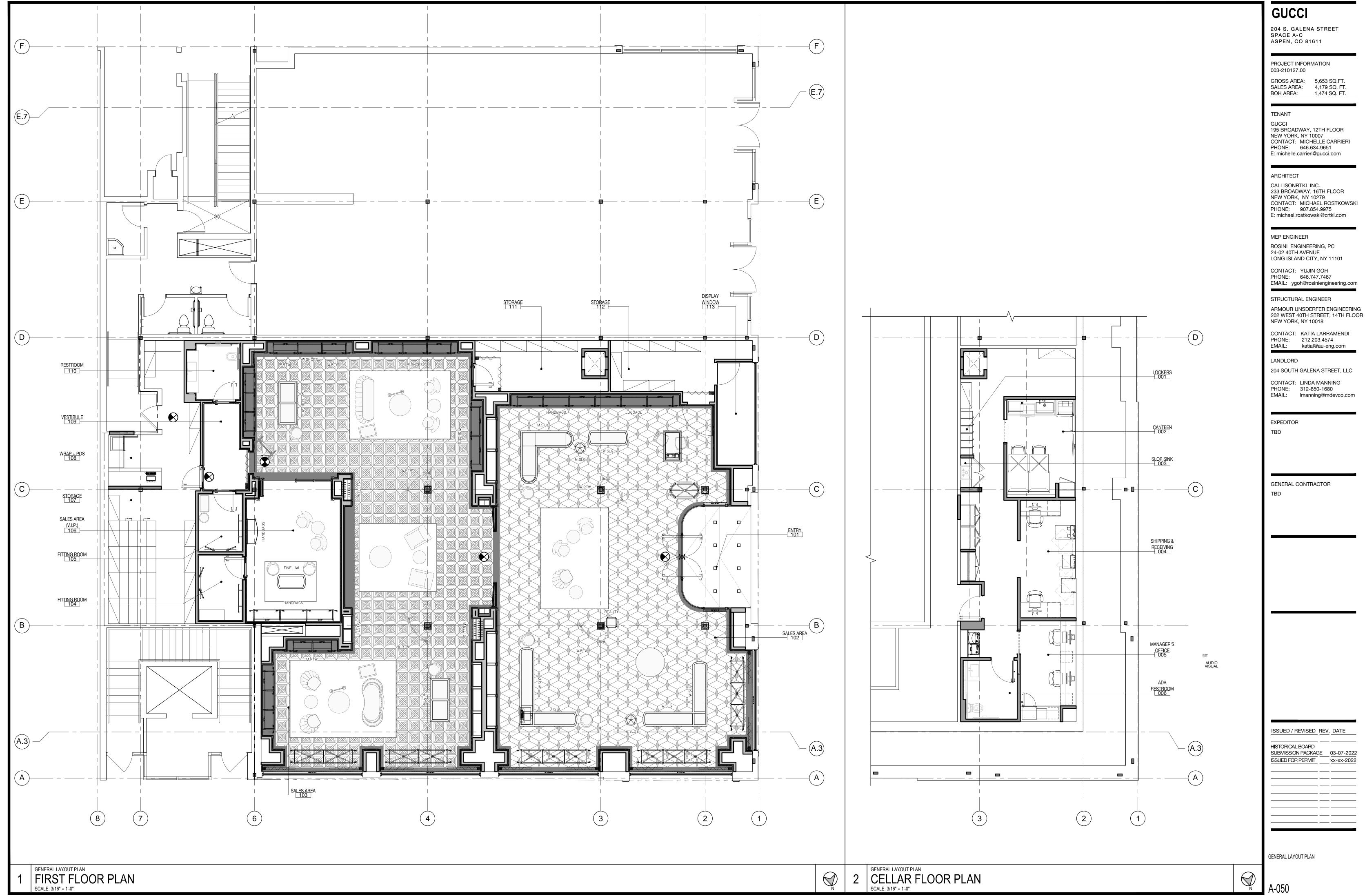
NEW YORK, NY 10007

4,179 SQ. FT.

1,474 SQ. FT.







204 S. GALENA STREET SPACE A-C ASPEN, CO 81611

CALLISONRTKL INC.

MEP ENGINEER

STRUCTURAL ENGINEER

GENERAL CONTRACTOR

HISTORICAL BOARD SUBMISSION PACKAGE 03-07-2022

LANDLORD

Exterior cladding material shown in this rendering is not approved. HPC Resolution #10, Series of 2022 Condition 4 states the following: Exterior cladding material to be reviewed and approved by staff and monitor.



STOREFRONT RENDERINGS



A MT-01 SCALE: N.T.S.

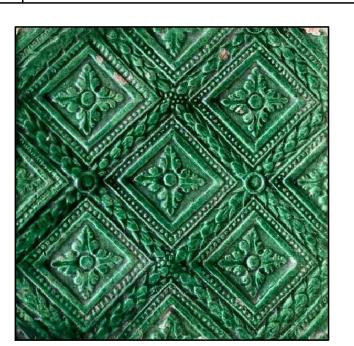


B MT-07





SCALE: N.T.S.



E ST MORITZ-MAIOLICA



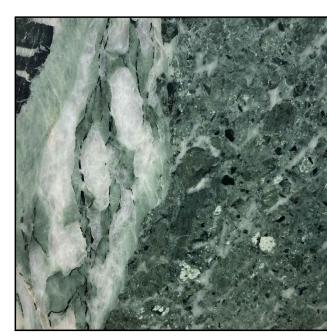
FINISH MATERIAL SAMPLES

FINISH MATERIAL SAMPLES

C FINISH MATERIAL SAMPLES

MT-11

SCALE: N.T.S.



D ST-01



RENDERING AT STOREFRONT ENTRY

Chairperson Thompson opened the meeting of the Aspen Historic Preservation Commission at 4:30pm.

Commissioners in attendance: Jeffrey Halferty, Kara Thompson, Peter Fornell, Roger Moyer, and Barb Pitchford.

Staff present:

Natalie Feinberg Lopez, Historic Preservation Officer Sarah Yoon, Historic Preservation Planner Kate Johnson, Assistant City Attorney Cindy Klob, Records Manager Risa Rushmore, Administrative Assistant II

MINUTES: Ms. Pitchford moved to approve the minutes from 4/27/22, 5/25/22, and 6/2/22. Mr. Moyer seconded. Roll call vote: Mr. Moyer, yes; Mr. Fornell, yes; Mr. Halferty, yes; Ms. Pitchford, yes; Ms. Thompson, yes. All in favor, motion passes.

PUBLIC COMMENTS: None.

COMMISSION MEMBER COMMENTS: Mr. Halferty mentioned that he had been in conversation with Ms. Yoon about the Hotel Jerome's fixing of the porte cochere. He thought it was a lot but was good with it if Ms. Yoon was.

DISCLOSURE OF CONFLICTS OF INTEREST: None.

PROJECT MONITORING: None.

STAFF COMMENTS: Ms. Feinberg Lopez mentioned that the HPC awards would be presented at the next City Council regular meeting on June 14th. She then referred to the bike tour that was originally scheduled for May 31st has been postponed until June 28th. She then reminded the board members of the work session scheduled for the next meeting.

Ms. Yoon mentioned that any commissioner comments related to the lunch meeting they had with Amy Simon related to the moratorium are due by 6/9/22 at noon.

CERTIFICATE OF NO NEGATIVE EFFECT: None.

CALL UP REPORTS: None.

SUBMIT PUBLIC NOTICE FOR AGENDA ITEMS: Ms. Johnson said that she reviewed public notice and that notice was provided per the code for both agenda items.

Ms. Thompson noted that Ms. Sanzone had joined the meeting.

OLD BUSINESS: None

NEW BUSINESS: <u>204 S. Galena Street – Minor Development Review and Commercial Design Review</u>, PUBLIC HEARING

Applicant Presentation: Cheuk Choi – Callison RTKL

Mr. Choi began by introducing the clients from Gucci. He then went over the general site information, including location and building and tenant square footage, and the general scope of work for the project. The two existing tenant spaces are to be combined into one single tenant space, consisting of a proposed 5,444 net square feet. He went over the proposed interior renovations, but for purposes of this meeting will focus on the proposed exterior scope of work. This includes a new proposed storefront window system and entry doors, in which the existing storefront rough openings would remain, with a new proposed glazed storefront system within the existing openings. There would also be new proposed signage to be submitted under a separate permit. Next, he showed a map of the area, highlighting this project and also showed street level pictures of the current storefronts. He moved on to show and describe the existing elevations and then the proposed changes. These would include on the East Hopkins side, a new blackened metal framed glazing system. They would also like to introduce a new natural accent material in the form of a green Italian marble stone clad header and cornice. He then described the proposed elevation changes to the S. Galena side of the building. These are similar to the Hopkins side changes but would also include the storefront entry. He noted that the Building Department had provided a few comments and that they would be complying with them. Next, he went over in more detail the proposed recessed storefront entry bay that was needed to accommodate the ADA compliant access ramp. The ramp was necessary due to the difference in height between the sidewalk and the interior floor. The storefront renderings were then showed and described as well as the proposed materials. To add some context Mr. Choi showed the proposed interior floorplan and rendering.

Ms. Sanzone asked if the windows on Hopkins, even though not "fashion" windows, would be transparent and one would be able to see into the interior of the store. Mr. Choi responded yes that only the right bay on Galena St. would be intended to be an encapsulated fashion window.

Staff Presentation: Sarah Yoon – Historic Preservation Planner

Ms. Yoon started by describing the details of the request for approval and why it is before the HPC board for review. The building itself is not a landmark structure, but anything with a design review within the Commercial Core is brought before HPC. She then went over the existing site context and proposed fenestration changes. She pointed out a few commercial design standards and guidelines, including #1.23 which speaks to the materials used and that they should related to the current context on the block. Staff wanted to point out that the proposed green Italian Verde Alpi Marble proposed on both the west and north elevations, is something that is not seen within the historic district and does not meet some of the description details in #1.23. Staff is recommending that this material be restudied to a different cladding that is found in the commercial core. Staff had similar concerns and recommendations related to the green tile proposed for the interior of the storefront windows. She also stated that the use of the tile in the facia pocket wall reduces the look of the overall height of the storefront window. She stated that the commercial core district focuses on heightened storefront windows at ground level and that the proposed design does minimize that look. She then discussed the proposed entry and while it does meet the minimum recess from the front façade, its overall footprint is

not consistent with the context of the district. Staff is recommending restudy of this element to make it more in character with the surrounding storefront areas. She went on to talk about commercial design standard 2.11 which describes maintaining a floor to ceiling height of 12 to 15 feet and staff feels, again that the proposed design of the pocket walls in the storefront windows to distract from the overall floor to ceiling height feel and asked that that be restudied along with the tile materials. She then reviewed staff recommendations, including restudy of the entry vestibule, cladding materials and the dropdown ceiling detail in the storefront windows, all to be more contextual with other storefronts in the district.

Mr. Fornell asked about the affordable housing mitigation calculations regarding commercial spaces and if it is related to the overall size of the space and the combination of two commercial units. Ms. Yoon said it does not, and that this project is accounting for the entire space.

Mr. Moyer asked if the building had a basement and what the total square footage of the two units combined. Ms. Yoon said it does have a basement and Mr. Choi said the combined square footage was 5,444 square feet.

PUBLIC COMMENT: None.

BOARD DISSCUSSION:

Ms. Thompson made a motion to extend the meeting until 7:15pm. Mr. Fornell seconded. All in favor, motion passes.

Ms. Thompson reviewed what needs to be discussed related to materials and the entry vestibule.

Mr. Moyer agreed with staff on the restudy but commented that this building was one of the biggest mistakes they have made and that nothing of the building relates to downtown Aspen. He went on to explain his thoughts.

Mr. Fornell did not have an issue with the size of the entry but did have issue with the building being broken into two different styles. He was concerned with the conflicting styles. He also did not have issue with the perceived lower heights of the storefront windows.

Mr. Halferty agreed with staff's guidelines relating to the materials.

Ms. Sanzone asked Mr. Choi is the marble materials proposed would have some type of a finish that would reduce its shine and add traction in the entry way. Mr. Choi said that the flooring marble in the entry would be honed to create texture. Ms. Sanzone wondering if the applicant knew if the material would withstand Aspen's climate. Mr. Choi said they could also embed some slip resistant strips. Ms. Sanzone satisfied with the application as presented related to the vestibule and thought it met the guidelines. She also thought the materials could be reviewed with staff to make sure it complies with design guidelines.

Ms. Pitchford did not agree with Mr. Moyer's frustration about the building. She concurred with staff's recommendations on the areas of restudy and had some issues with the green marble not complimenting the context of the district.

Ms. Thompson did not have any issues with the form of the entry. As for the soffit height drop in the front windows, she thought that the materials fall to the interior of the building, which HPC does not have purview over. She also did not have issue with the soffit dropping down in front of the windows as

she believes you would still get the appearance of the 12-foot interior space. The only thing she thought should be restudied was the marble materials on the exterior as it is not an appropriate material.

Ms. Thompson reviewed members thoughts on staff's proposed areas of restudy. As for the entry design the board was split on being ok with it or wanting restudy. Mr. Moyer said he would be ok with the proposed entry. As for the dropped soffit the board did not think it was in their purview. The board then agreed that the marble materials should be restudied.

Mr. Choi asked for some clarity on what the board would be looking for when it came to different materials.

Ms. Thompson thought that the design guideline relating to "neutral colors" was in question here and asked the other members for thoughts.

Mr. Fornell thought the board needed to be sensitive to the applicant's styling and branding and also to the community. He said this the building not a historic asset and it's probably not a forever location of the applicant. He had less of an issue with the stone but agreed that a more natural product would be acceptable.

Ms. Thompson thought that the proposed is so different and did not mind a natural stone as long as it was more in line with the rest of the materials seen on the building.

Mr. Choi asked if the material changes could be a condition of approval in order to move forward with building permits. Ms. Thompson thought that this could be handled by staff and the monitors and that if needed could come back to the board.

Ms. Yoon presented the Resolution. An additional condition was added to have exterior cladding materials be reviewed and approved with staff and monitor.

<u>MOTION:</u> Ms. Thompson moved to approve Resolution #10 Series of 2022 as written. Mr. Moyer seconded. Roll call vote: Ms. Pitchford, yes; Ms. Sanzone, yes; Mr. Fornell, yes; Mr. Halferty, yes; Mr. Moyer, yes; Ms. Thompson, yes. 6-0, motion passes.

Project monitors were then assigned.

ADJOURN: Ms. Thompson motioned to adjourn. Ms. Pitchford seconded. All in favor; motion passed.

Mike Sear, Deputy City Clerk

RESOLUTION #10, SERIES OF 2022

A RESOLUTION OF THE ASPEN HISTORIC PRESERVATION COMMISSION (HPC) GRANTING MINOR DEVELOPMENT REVIEW AND COMMERCIAL DESIGN REVIEW FOR THE PROPERTY LOCATED AT 204 SOUTH GALENA STREET, LOTS A, B, AND C, BLOCK 94, CITY AND TOWNSITE OF ASPEN, COLORADO

PARCEL ID: 2737-073-40-001

WHEREAS, the applicant, GUCCI America, Michelle Carrieri, represented by Callison RTKL, Cheuk Choi, has requested HPC approval for Minor Development and Commercial Design Review for the property located at 204 S. Galena Street, Lots A, B, and C, Block 94, City and Townsite of Aspen, Colorado; and

WHEREAS, Section 26.415.070 of the Municipal Code states that "no building or structure shall be erected, constructed, enlarged, altered, repaired, relocated or improved involving a designated historic property or district until plans or sufficient information have been submitted to the Community Development Director and approved in accordance with the procedures established for their review;" and

WHEREAS, for Minor Development Review, the HPC must review the application, a staff analysis report and the evidence presented at a hearing to determine the project's conformance with the City of Aspen Historic Preservation Design Guidelines per Section 26.415.070.C of the Municipal Code and other applicable Code Sections. The HPC may approve, disapprove, approve with conditions or continue the application to obtain additional information necessary to make a decision to approve or deny; and

WHEREAS, for approval of Commercial Design Review, the application shall meet the requirements of Aspen Municipal Code Section 26.412, Commercial Design Review; and

WHEREAS, Community Development Department staff reviewed the application for compliance with applicable review standards and recommends continuation for restudy; and

WHEREAS, HPC reviewed the project on June 8, 2022. HPC considered the application, the staff memo and public comment, and found the proposal consistent with the review standards and granted approval with conditions by a vote of **6-0**.

NOW, THEREFORE, BE IT RESOLVED:

That HPC hereby approves Minor Development and Commercial Design Review for 204 S. Galena Street, Lots A, B, and C, Block 94, City and Townsite of Aspen, CO as follows:

Section 1: Minor Development and Commercial Design Review.

HPC hereby approves Minor Development and Commercial Design Review for the exterior changes as proposed in the application with the following conditions of approval:

- 1. Provide details of non-slip material for staff & monitor review and approval.
- 2. Provide cut sheets to code compliant doors for staff & monitor review and approval.

HPC Resolution #10, Series of 2022

- 3. Work with the Parks Department regarding any impacts to surrounding trees.
- 4. Exterior cladding material to be reviewed and approved by staff and monitor.

Section 2: Material Representations

All material representations and commitments made by the Applicant pursuant to the development proposal approvals as herein awarded, whether in public hearing or documentation presented before the Community Development Department, the Historic Preservation Commission, or the Aspen City Council are hereby incorporated in such plan development approvals and the same shall be complied with as if fully set forth herein, unless amended by other specific conditions or an authorized authority.

Section 3: Existing Litigation

This Resolution shall not affect any existing litigation and shall not operate as an abatement of any action or proceeding now pending under or by virtue of the ordinances repealed or amended as herein provided, and the same shall be conducted and concluded under such prior ordinances.

Section 4: Severability

If any section, subsection, sentence, clause, phrase, or portion of this Resolution is for any reason held invalid or unconstitutional in a court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and shall not affect the validity of the remaining portions thereof.

Section 5: Vested Rights

The development approvals granted herein shall constitute a site-specific development plan vested for a period of three (3) years from the date of issuance of a development order. However, any failure to abide by any of the terms and conditions attendant to this approval shall result in the forfeiture of said vested property rights. Unless otherwise exempted or extended, failure to properly record all plats and agreements required to be recorded, as specified herein, within 180 days of the effective date of the development order shall also result in the forfeiture of said vested property rights and shall render the development order void within the meaning of Section 26.104.050 (Void permits). Zoning that is not part of the approved site-specific development plan shall not result in the creation of a vested property right.

No later than fourteen (14) days following final approval of all requisite reviews necessary to obtain a development order as set forth in this Ordinance, the City Clerk shall cause to be published in a newspaper of general circulation within the jurisdictional boundaries of the City of Aspen, a notice advising the general public of the approval of a site specific development plan and creation of a vested property right pursuant to this Title. Such notice shall be substantially in the following form:

Notice is hereby given to the general public of the approval of a site specific development plan, and the creation of a vested property right, valid for a period of three (3) years, pursuant to the Land Use Code of the City of Aspen and Title 24, Article 68, Colorado Revised Statutes, pertaining to the following described property: 204 S. Galena Street.

369

Nothing in this approval shall exempt the development order from subsequent reviews and approvals required by this approval of the general rules, regulations and ordinances or the City of Aspen provided that such reviews and approvals are not inconsistent with this approval.

The approval granted hereby shall be subject to all rights of referendum and judicial review; the period of time permitted by law for the exercise of such rights shall not begin to run until the date of publication of the notice of final development approval as required under Section 26.304.070(A). The rights of referendum shall be limited as set forth in the Colorado Constitution and the Aspen Home Rule Charter.

APPROVED BY THE COMMISSION at its regular meeting on the 8th day of June, 2022.

Approved as to Form:	Approved as to Content:	
Katharine Johnson, Assistant City Attorney	Kara Thompson, Chair	
ATTEST:		
Cindy Klob, Records Manager / City Clerk		



MEMORANDUM

TO: Mayor Torre and Aspen City Council

THROUGH: Phillip Supino, Community Development Director

FROM: Sarah Yoon, Preservation Planner II; Community Development

MEMO DATE: July 5, 2022

MEETING DATE: July 12, 2022

RE: Call Up Notice, P&Z approval for 624 E. Cooper Avenue – Commercial Design

Review

APPLICANT:

Deryk Cave and Grant Sutherland, Owners of Mezzaluna Restaurant

REPRESENTATIVE:

Grant Sutherland

LOCATION:

Street Address:

624 E. Cooper Avenue

Legal Description:

Portions of Lots K, L and M, and all of Lots N and O, Block 100 City and Townsite of Aspen, Colorado

Parcel Identification:

PID# 2737-182-25-005

CURRENT ZONING & USE:

C-1 (Commercial); Commercial Use

PROPOSED USE:

No change

PROCESS SUMMARY: Certain land use approvals granted by HPC or P&Z require that Council be notified of the decision through a brief staff summary. The notification is not a public hearing and no applicant presentation or public comment has been accepted in the past. During the Call Up Notice, City Council may uphold the HPC or P&Z decision. Alternatively, Council may request more detailed information be provided through a presentation by staff and the applicant at a future meeting. After hearing the additional project description, Council may uphold the boards' decision or may remand it to require reconsideration of specific issues at a new public hearing. HPC's or P&Z's decision on remand shall be final.

BACKGROUND: 624 E. Cooper is a commercial property in the Commercial (C-1) Zone District. Mezzaluna restaurant, located on the ground floor of the building, utilizes the adjacent courtyard space for outdoor seating. In response to the COVID-19 pandemic, the Winter in Aspen Vitality (WAV) program was implemented to provide additional flexibility for businesses to stay open and compliant with the public health order by constructing temporary outdoor enclosures. Mezzaluna created an enclosed patio during this period, and found the covered patio to be an amenity they wished to continue. Constructing a permanent structure required land use approval and compliance with all relevant design quidelines and code requirements.



Site Locator Map - 624 E. Cooper Avenue

STAFF RECOMMENDATION:

The applicant proposes to remove the remaining elements of their temporary COVID enclosure and to construct a permanent porch-like structure using building materials that meet the design guidelines relevant to the C-1 Zone District. The structure will have a solid roof to promote year-around use of the outdoor space. The structure will be open on all sides and meets the exemption criteria for Growth Management and Mountain View Plane Review.

The Planning and Zoning Commission (P&Z) reviewed the proposal for compliance with the Commercial Design Guidelines/Standards and found the proposal met all review criteria including Pedestrian Amenity requirements. The request for Commercial Design Review approval was granted by a vote of 4-1. **Staff recommends City Council uphold P&Z's decision.**



Figure 1 – 624 E. Cooper Avenue, Current Condition, June 2022



Figure 2 – 624 E. Cooper Avenue, Approved Structure

FINANCIAL IMPACTS: N/A

ENVIRONMENTAL IMPACTS: N/A

ALTERNATIVES: N/A

RECOMMENDATION:

Staff recommends Council uphold P&Z's decision.

Recommended Motion:

"I move to uphold P&Z's approval for 624 E. Cooper Avenue-Commercial Design Review."

Alternative Motion to Call-up item:

"I move to call-up P&Z's approval for 624 E. Cooper Avenue – Commercial Design Review."

CITY MANAGER COMMENTS:

EXHIBITS:

A - P&Z memo, June 21, 2022

B – P&Z approved plans

C - P&Z meeting minutes, June 21, 2022

D – P&Z Resolution #11, Series of 2022



TO: City of Aspen Planning and Zoning Commission

FROM: Sarah Yoon, Historic Preservation Planner II

THROUGH: Amy Simon, Planning Director

MEETING DATE: June 21, 2022

Re: 624 E. Cooper Avenue – Commercial Design Review, PUBLIC HEARING

Applicant:

Deryk Cave, owner of *Mezzaluna Restaurant*

Representatives:

Grant Sutherland

Location:

624 E. Cooper Avenue

Current Zoning and Use:

Commercial (C-1)

Summary:

The applicant is requesting approval to construct a permanent porch-like structure covering 499 square feet of the adjacent courtyard space that is currently used for outdoor seating. Prior to the COVID-19 exceptions, temporary umbrellas have been used to provide shade for customers seated in this area.

STAFF RECOMMENDATION:

Staff recommends the Planning and Zoning Commission approve the proposed application.



Figure 1: Aerial Image of Site

REQUEST OF THE PLANNING AND ZONING COMMISSION (P&Z): The Applicant is requesting the following Land Use approval from the Planning and Zoning Commission. The Planning and Zoning Commission is the final review authority, however, Commercial Design Review is subject to Call-up Notice by City Council.

 Commercial Design Review (Section 26.412) to construct a permanent covered porch structure. The Commercial Design Review includes an assessment of the following topics: building materials, design details, and pedestrian amenities. This scope of work is subject to a one-step process that consolidates the conceptual and final review into a single review process.

BACKGROUND:

624 E. Cooper Avenue is a commercial use building in the Commercial (C-1) Zone District, and the *Mezzaluna* restaurant is located on the ground level. The adjacent courtyard space was traditionally used as outdoor seating for the restaurant with temporary umbrellas as shading devices during the summer season.

In response to the COVID-19 pandemic, the Aspen City Council initiated the Winter in Aspen Vitality (WAV) program to provide flexibility for businesses to stay open and compliant with the public health order. The deadline for this program was extended several times to remain compliant with the evolving conditions of the pandemic and the public health orders. After careful evaluation, staff received clear direction from City Council to proceed with the removal of all temporary outdoor enclosures constructed through this program by May 11, 2022. Owners were given permission to maintain their enclosure if they were actively pursuing proper Land Use approval.

PROPOSAL:

The applicant proposes to remove the temporary enclosure that was built during COVID-19 and construct a new permanent porch-like overhang with a 3:12 pitch that is open on all sides. The building material proposed for this feature is painted metal columns and beams and a class A roof assembly that will meet structural loads for year-round use. The area covered with this structure is approximately 499 square feet. No doors, walls, or windows are proposed with this design.



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Figure 2: Structure built during the COVID-19 pandemic

Figure 3: Proposed porch cover feature

STAFF COMMENTS:

The proposed design is a permanent structure that is open on all sides and does not include any permanently affixed features to enclose the space such as screens, windows, or doors. The applicant will need to provide structural details signed and stamped by an engineer and a detailed roof assembly showing the underlayment product for the building permit. As proposed, this structure is exempted from Growth Management Mitigation requirements and the Mountain View Plane Review but subject to Commercial Design Review, specifically related to materials and pedestrian amenities.

<u>Commercial Design Review:</u> The project site is in the character area defined as Commercial Area (CA) which consists of commercial architecture predominantly from the modern era. Materials featured in this area include highly textured brick, heavy timbers, and metal. The application of these materials should be subtle and reminiscent of traditional techniques. The metal beams, columns, and roof are all materials found in the character area and have proven durability to withstand Aspen's climate. See Exhibit A for design guidelines/standards and staff findings.

<u>Pedestrian Amenity:</u> The objective behind pedestrian amenity is to create meaningful open spaces that convey human scale and provides vitality at the street level. These spaces are typically open to view from the street, open to the sky, and not permanently enclosed with walls. The guidelines specially call out outdoor seating areas as an appropriate use of pedestrian amenity space. According to the guidelines, pedestrian amenity space should be 25% of the gross lot area of the commercial property. According to the calculations provided in the application, the existing pedestrian amenity space totals 5,330 square feet where 3,199 square feet is required. The design guidelines provide an opportunity for pedestrian amenity to be covered if the street-facing portion is entirely open and approved by a review board (PA1.5). If approved, the area beneath the covered roof would remain in compliance with the Pedestrian Amenity requirements.

REFERRAL COMMENTS:

The application was referred out to other City Departments who have requirements that may significantly affect the permit review. Please see Exhibit B for full comments.

RECOMMENDATION:

Staff recommends that the Planning and Zoning Commission approve the request to construct the proposed porch structure with the following condition:

1. Consult with the Parks Department regarding the tree in the existing planter box.

PROPOSED MOTION:

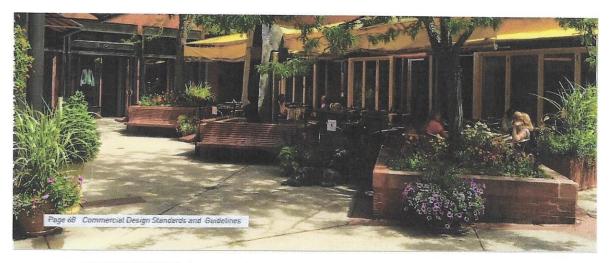
"I move to approve Resolution #XX, Series of 2022 to construct porch structure as proposed."

EXHIBITS:

Resolution #XX, Series of 2022.

- A. Review Criteria Commercial Design Review
- B. Referral Comments
- C. Land Use Application

MEZZALUNA PORCH 624 E. COOPER AVE. ASPEN , COLORADO 81611 PARCEL ID 273718225005



PRE-EXISTING CONDITIONS - HUNTER PLAZA COURTYARD



PROPOSED PORCH ADDITION - HUNTER PLAZA COURTYARD

MEZZALUNA PORCH 624 E. COOPER AVE. ASPEN , COLORADO 81611 PARCEL ID 273718225005



NEW STEEL STRUCTURE THAT RELATES TO ADJACENT EXISTING BUILDING FACADES



REUSE OF EXISTING ROOF FRAMING FROM CURRENT TEMPORARY STRUCTURE



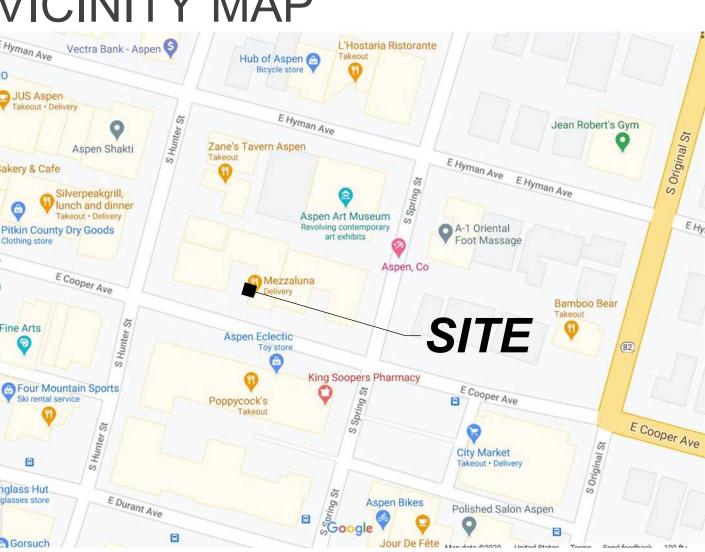
REUSE OF EXISTING CLASS A ROOFING AND TRIM FROM CURRENTTEMPORARY STRUCTURE

ABBREVIATIONS

ABBREVIATIONS				
	@ & ABV. hpAC	AT AND ABOVE AIR CONDITIONING	LAM. LB. LF. LVL.	LAMINATE POUND LINEAL FOOT LAMINATED VENEER LUMBER
	ACT. ACOUST. ADDN'L. ADJ. AFF. AGG. ALUM. ALT. ARCH. AVG.	ABOVE COUNTERTOP ACOUSTICAL ADDITIONAL ADJACENT ABOVE FINISH FLOOR AGGREGATE ALUMINUM ALTERNATE ARCHITECTURAL AVERAGE BOARD	MAX. MECH. MFR. MH. MIN. MIR. MISC. MW. MOD. MTL.	MAXIMUM MECHANICAL MANUFACTURER MAN HOLE MINIMUM MIRROR MISCELLANEOUS MICROWAVE MODULE METAL
	BF. BIC. BLDG. BLK. BLK'G. BLW BTM.	BOTH FACES BUILT-IN CABINET BUILDING BLOCK BLOCKING BELOW BOTTOM	(N) NEC NIC. N/A NTS.	NEW NATIONAL ELECTRIC CODE NOT IN CONTRACT NOT APPLICABLE NOT TO SCALE OVER
	BTWN. BVL. BW.	BETWEEN BEVELED BOTH WAYS CABINET	O.C. O.D. OFD. OH. OPP.	ON CENTER OUTSIDE DIAMETER OVERFLOW DRAIN OVERHEAD OPPOSITE
	CF CLG. CJ. CLR. CMU CNTR. C.O. COL. COMP. CONC. CONN. CONT. CONT. CONTR. CT.	CUBIC FEET CEILING CONTROL JOINT CLEAR CONCRETE MASONRY UNIT COUNTER CLEAN OUT COLUMN COMPOSITION CONCRETE CONNECTION CONTINUOUS CONTRACTOR CERAMIC TILE	PERF. PLAM. PLYWD PNT. PP. PSF PT. PVC. PVMT. PUE.	PERFORATED PLASTIC LAMINATED PLYWOOD PAINT POWER POLE POUNDS PER SQUARE FOOT PRESSURE TREATED POLY VINYL CHLORIDE PAVEMENT PUBLIC UTILITY EASEMENT QUARRY TILE
	DBL. DET. DEPT. D.F. DIA. DIM. DIV. DN DW DWG.	DOUBLE DETAIL DEPARTMENT DOUGLAS FIR DIAMETER DIMENSION DIVISION DOWN DISHWASHER DRAWING	R. RAD. RD. RDWD. REINF. REF. REQ'D RET. REV. RM. RO.	RISER RADIUS ROOF DRAIN REDWOOD REINFORCING REFRIGIERATOR REQUIRED RETAINING REVISION ROOM ROUGH OPENING
	(E) EA. EJ. ELECT. ELEV. EMER. EN. EOP. EOS. EQ. EQUIP. EXT.	EXISITNG EACH EXPANSION JOINT ELECTRIC/ELECTRICAL ELEVATION EMERGENCY EDGE NAIL EDGE OF PAVEMENT EDGE OF SLAB EQUAL EQUIPMENT EXTERIOR	SC. SCHED. SD SDR. SECT. SF SHT. SHLVS. SHWR. SIM. SLR. SPECS.	SOLID CORE SCHEDULE SOAP DISPENSER STORM DRAIN SECTION SQUARE FOOT/FEET SHEET SHELVES SHOWER SIMILAR SEALER SPECIFICATIONS
	FA. FACP FAU FFE. FG. FH. FIN. FLR.	FIRE ALARM FIRE ALARM CONTROL PANEL FORCED AIR UNIT FINISHED FLOOR ELEVATION FIXED GLASS FIRE HYDRANT FINISH FLOOR	SQ. S&P SS S.S.D. S.ST. STD. STL. STOR. STRUCT. SUSP.	SQUARE SHELF & POLE SANITARY SEWER SEE STRUCTURAL DRAWINGS STAINLESS STEEL STANDARD STEEL STORAGE STRUCTURAL SUSPENDED
	GA. GALV. GC. GFI. GI. GLB. GND. GSM. GYP.	GAUGE GALVANIZED GENERAL CONTRACTOR GROUND FAULT INTERRUPTER GALVANIZED IRON GLUED LAMINATED BEAM GROUND GALVANIZED SHEET METAL BD. GYPSUM WALL BOARD	S.W. T. TC. TEL. TEMP. T&G TV TYP.	SHEARWALL TREAD TRASH COMPACTOR TELEPHONE TEMPERED TONGUE & GROOVED TELEVISION TYPICAL
	HB HC HDWR. HORIZ. HP. HT. HTG. HVAC HW.	HOSE BIBB HOLLOW CORE / HANDICAP HARDWARE HORIZONTAL HIGH POINT HEIGHT HEATING HEATING/VENTILATION/AIR CONDITIONING HOT WATER	UON UPN VCT VENT. VERT. VIF. VNR.	UNLESS OTHERWISE NOTED UNIFORM PLUMBING CODE VINYL COMPOSITION TILE VENTILATION VERTICAL VERIFY IN FIELD VENEER
	IBC. ID. INCL. INFO. INSUL. INT.	INTERNATIONAL BUILDING CODE INSIDE DIAMETER INCLUDED INFORMATION INSULATION INTERIOR	W/ WC. WD. W. WH. W/O WP.	WITH WATER CLOSET WOOD WASHER WATER HEATER WITHOUT WATER PROOF

VICINITY MAP

INFRARED
INTERNATIONAL RESIDENTIAL CODE



PROJECT DATA

Parcel ID: 273718225005
Property Address: 624 E.COOPER AVE. ASPEN CO 81611
HUNTER PLAZA - 600 E. COOPER AVE.
Type: C-1 DISTRICT
NO CHANGE TO FAR

JURISDICTION:

CITY OF ASPEN BUILDING DEPARTMENT 130 S. GALENA, 3RD FL.OOR ASPEN CO, 81611

APPLICABLE CODES:

2015 International Existing Building Code

DESIGN CRITERIA:

GROUND SNOW LOAD 100 psf WIND DESGIN SPEED SISMEIC DESIGN CAT 89/B С WEATHERING SEVERE FROST LINE DEPTH 36" TERMITE NONE TO SLIGHT DECAY NONE TO SLIGHT WINTER DESIGN TEMP -15F UNDERLAYMENT YES FLOOD HAZARD NONE AIR FREEZING INDEX 2000 MEAN ANNUAL TEMP 40

TEAM

OWNER: MEZZALUNA RESTAURANT 624 E. COOPER AVE ASPEN, COLORADO 81611

ENGINEERING: ALBRIGHT & ASSOCIATES 401 PARK AVE

CARBONDALE, COLORADO 81623 (970) 927-4363

CONTRACTOR:

RUTGERS CONSTRUCTION 256 TWINING FLATS ROAD ASPEN, COLORADO 81611 (970) 925-8229

CONSULTING:

ASPEN DESIGN HOUSE denise@aspendesignhouse.com (970) 618-3174

MASONRY:

CHIP PATTERSON ASPEN COLORADO (970) 948-9566

DRAFTSMAN:

THE PBRWORKSHOP 301 W. HYMAN #6 ASPEN, CO 81611 (970) 274-0481

SHEET INDEX

Foundation Exploration

1-COVER	Cover Sheet and Index
SURVEY	Survey - 06'
SURVEY	Survey - 98'
A.1.0	Site Plan, Roof Plan, Porch Elevations
A.1.1	Pedestrian Amenity Calculations

A.2.0

the PBRworkshop

301 W. HYMAN STE. #6
ASPEN CO 81611
970-274-0481 or
amos@pbrworkshop.com

DATE REVISION NOTES
3.21.22 C.O.A. LU APPLICATION

COVER SHEET

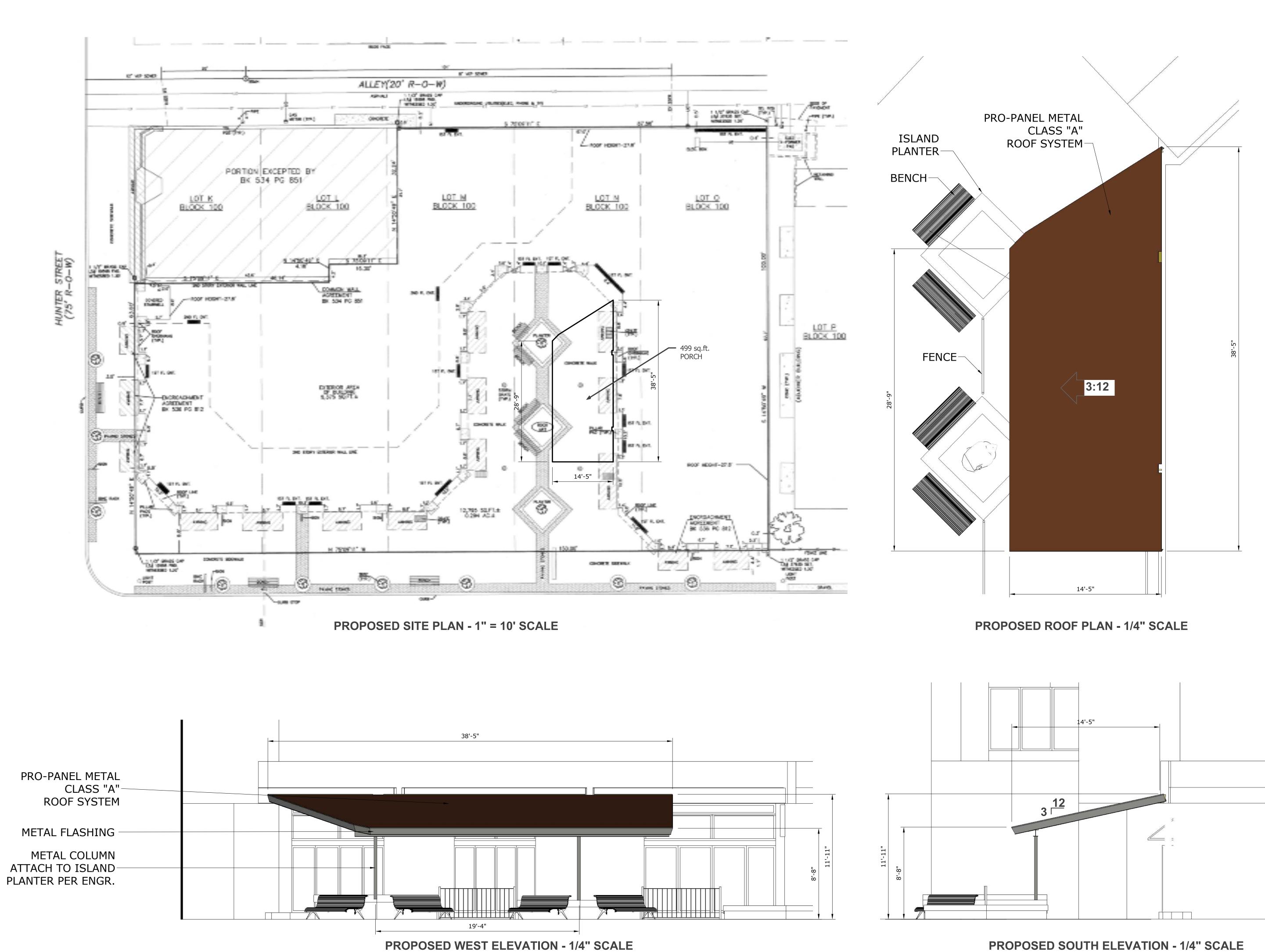
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1 - COVER

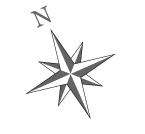


PORCH - ADDITION





the PBRworkshop 301 W. HYMAN STE. #6 ASPEN CO 81611 970-274-0481 or amos@pbrworkshop.com DATE REVISION NOTES
3.21.22 C.O.A. LU APPLICATION SITE, ROOF ELEVATION PAGE# A 1.0



PROPOSED SOUTH ELEVATION - 1/4" SCALE

Vice-Chairperson McKnight called the regular Planning and Zoning (P&Z) meeting for June 21st, 2022 to order at 4:32 PM.

Commissioners in attendance: Christine Benedetti, Jason Suazo, Sam Rose, Tom Gorman, and Spencer McKnight.

Commissioners not in attendance: Brittanie Rockhill and Teraissa McGovern

Staff in Attendance:

Garrett Larimer, Senior Planner Sarah Yoon, Historic Preservation Planner Jeffrey Barnhill, Planner Jim True, City Attorney Kate Johnson, Assistant City Attorney Cindy Klob, Records Manager

COMMISSIONER COMMENTS

None

STAFF COMMENTS

None

PUBLIC COMMENTS

None

APPROVAL OF MINUTES

None

DECLARATION OF CONFLICT OF INTEREST

Ms. Rockhill declared a conflict of interest so she will not be in attendance.

PUBLIC HEARINGS

624 E Cooper Ave – Commercial Design Review

Mr. McKnight asked if notice had been provided. Ms. Johnson responded legal notice had been provided sufficiently for the hearing on the agenda.

Mr. McKnight turned the floor over to the applicant, Mr. Deryk Cave, owner of Mezzaluna restaurant.

Mr. Cave stated he has owned the restaurant since 1993 and about 18 months prior they constructed an enclosure over the patio during COVID restrictions. Last summer they removed the sides making it more of a porch and then they installed the sides during the winter months. He stated last summer they realized how great it was to have a covering instead of the traditional umbrellas to keep customers out of the weather so they could continue to be served.

Mr. Cave stated they had pursued an application with the city but was informed the mitigation cost for parking and employee housing would be about \$588,000 which would not work for the restaurant. He then noticed another restaurant in town with something similar and discovered if they kept the size under 500 SF, it did not require any mitigation costs. He stated they then reduced the size to 499 SF. He stated this size will not take up the entire patio and provides some protection against the elements.

Mr. Cave stated they plan to put in steel beams to bring it up to code and requested approval of the application.

Mr. McKnight asked if there were any questions of the applicant.

Mr. Rose asked the name of the other restaurant.

Mr. Cave replied it was Steakhouse No 316. He emphasized their proposed project is not an enclosure, only a porch and he has no desire to enclose it. They do not plan to use it during the winter.

Ms. Benedetti asked what they plan to do with the part of the patio that will not be covered by the structure.

Mr. Cave replied in the spring and fall, customers want the sun, but they would use umbrellas to cover the area during the summer as needed.

Mr. Gorman asked if he would be willing to commit to not go for an enclosure in the future.

Mr. Cave responded that would be fine.

Mr. McKnight then turned the floor over to staff.

Ms. Sarah Yoon, Historic Preservation Planner, introduced herself. She then reviewed the application explaining its location and current zoning. She stated the hearing is for a commercial design review of a permanent porch-like structure over part of the courtyard space historically used for outdoor seating for the restaurant.

She then displayed pictures of the structure built during COVID-19 as of 2022 and a drawing of the proposed porch structure. She stated the new structure will be primarily built with steel I-beams and a class a roof to support snow loads in the winter. She noted all sides will remain open to street facing areas.

She then noted the applicable sections of the commercial design standards for the application including the General section, Pedestrian Amenity section, and the Commercial Character Area section.

Ms. Youn then stated the proposed building materials meets the requirements of sections 1.23. She stated the application is also compliant with the minimum street level pedestrian amenity areas as identified in section PA1.5.

Ms. Yoon stated staff supports approval of the application with one condition identified by the Parks department regarding a planter box. The condition would require consultation with the Parks Department regarding the tree in the existing planter box.

Mr. McKnight then asked if there any questions for staff.

Mr. Gorman asked if the tenants who share the courtyard been polled about their feelings regarding the application.

Ms. Yoon stated there is an HOA compliance form as part of the application so it's staff's understanding the applicant has done their due diligence related to the space. She added traditionally, the space in the application has been used for dining.

Mr. Cave stated they allow the local coffee shop to use their space in the morning as a courtesy because they do not have enough tables. They are aware of the project, and he has not heard anything from them. He stated they have a great relationship with the owner of the jewelry store who takes care of all

the plants in the courtyard. He stated there is a new gallery in the courtyard, but he has not been able to speak with them. Generally, he identifies the restaurant as the anchor tenant and Local helps to bring people into the area. Mr. Cave stated the planter box had contained a dead tree is on the landlord's space, not the restaurant's space. He stated the landlord obtained the necessary permits and removed the tree. He stated based on conversations with the landlord, he is open to discussing options for the planter box with the city.

- Mr. McKnight asked Mr. Cave to confirm he is fine with the proposed condition.
- Mr. Cave stated he is fine with it, and he had also communicated with the landlord about it.
- Mr. Gorman asked if staff is concerned there may be other requests for similar expansions.
- Ms. Yoon stated there were structures allowed during COVID and now businesses in the commercial core are welcome to submit an application for any type of design review. She added the applications will need to go through the design review process to ensure the design standards are met.
- Mr. McKnight then opened for public comment.
- Mr. Peter Fornell commended Mezzaluna for the decades of service to the community. He believes their application will improve their guest's experience and he is supportive of the application.
- Mr. McKnight then closed this portion of the hearing.
- Mr. McKnight then opened for commissioner deliberation.
- Ms. Benedetti feels the application meets the code requirements, so she is in support of it.
- Mr. Suazo is concerned if the application would enhance the visual experience of the area. He walked around the surrounding area and could not identify any other porch like structures. He is concerned it is not in harmony with the rest of the neighborhood or the courtyard itself. He does not feel he can support it as currently presented.
- Mr. McKnight asked Mr. Suazo which section of the code does the application not meet.
- Mr. Suazo responded under section 1.23; it states it should enhance the visual interest of the area.
- Mr. Rose agrees with Ms. Benedetti and supports the application.
- Mr. Gorman stated as long as the applicant is willing to not enlarging the space and not enclosing it, he is in support of it.
- Mr. McKnight is in support of the application and agrees with city staff.
- Ms. Benedetti motioned to approve Resolution #11, Series 2022, to construct the porch structure as proposed with the condition added by the Parks department. The motion was seconded by Mr. Rose. Mr. McKnight requested a roll call vote: Mr. Suazo, no; Mr. Gorman, yes; Mr. McKnight, yes; Ms. Benedetti, yes; Mr. Rose, yes; for a total of four (4) in favor one (1) not in favor. The motion passed.
- Mr. McKnight thanked the applicant and staff and closed the hearing.

Cindy Klob, Records Manager

RESOLUTION #11 (SERIES OF 2022)

A RESOLUTION OF THE ASPEN PLANNING AND ZONING COMMISSION GRANTING COMMERCIAL DESIGN REVIEW APPROVAL FOR A PERMANENT PORCH STRUCTURE ON THE PROPERTY LOCATED AT 624 E. COOPER AVENUE, LEGALLY DESCRIBED AS PORTIONS OF LOTS K, L AND M, AND ALL OF LOTS N AND O, BLOCK 100, CITY AND TOWNSITE OF ASPEN, COUNTY PITKIN, STATE OF COLORADO.

Parcel ID: 2737-182-25-005

WHEREAS, the Community Development Department received an application for the land use review for the development of 624 E. Cooper Avenue, from Applicant Deryk Cave, Owners of Mezzaluna Restaurant, represented by Grant Sutherland, for Commercial Design Review; and,

WHEREAS, the Community Development Department staff reviewed the application for compliance with the applicable review standards; and,

WHEREAS, upon review of the application and the applicable Land Use Code standards and Commercial Design Guidelines/Standards, the Community Development Director recommends approval of Commercial Design Review; and,

WHEREAS, The City of Aspen Planning and Zoning Commission reviewed and considered the development proposal under the applicable provisions of the Municipal Code as identified herein, reviewed and considered the recommendation of the Community Development Director and took and considered public comment at a duly noticed public hearing on June 21st, 2022; and,

WHEREAS, the City of Aspen Planning and Zoning Commission finds that the development proposal meets the applicable review criteria and that approval of the request is consistent with the goals and objectives of the Land Use Code; and,

WHEREAS, the City of Aspen Planning and Zoning Commission finds that this Resolution furthers and is necessary for the promotion of public health, safety, and welfare; and,

WHEREAS, The City of Aspen Planning and Zoning Commission approves Resolution #11, Series of 2022, by a 4 to 1 (4-1) vote, granting approval of the Commercial Design Review as identified herein.

NOW, THEREFORE BE IT RESOLVED BY THE ASPEN PLANNING AND ZONING COMMISSION:

Section 1: Commercial Design Review:

Pursuant to the procedures and standards set forth in Title 26 of the Aspen Municipal Code, the Commercial, Lodging and Historic District Design Standards and Guidelines, the Planning and Zoning Commission hereby approves the request for Commercial Design Review to construct a permanent porch structure over the courtyard with the following condition of approval:

1. Consult with the Parks Department regarding the tree in the existing planter box.

Section 2: Material Representations

All material representations and commitments made by the Applicant pursuant to the development proposal approvals as herein awarded, whether in public hearing or documentation presented before the Community Development Department or the Aspen City Council are hereby incorporated in such plan development approvals and the same shall be complied with as if fully set forth herein, unless amended by other specific conditions or an authorized authority.

Section 3: Existing Litigation

This Resolution shall not affect any existing litigation and shall not operate as an abatement of any action or proceeding now pending under or by virtue of the ordinances repealed or amended as herein provided, and the same shall be conducted and concluded under such prior ordinances.

Section 4: Severability

If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is for any reason held invalid or unconstitutional in a court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and shall not affect the validity of the remaining portions thereof.

APPROVED BY THE COMMISSION at its regular meeting on the 21st day of June, 2022.

APPROVED AS TO FORM:	PLANNING AND ZONING COMMISSION:	
Katharine Johnson, Assistant City Attorney	Spencer McKnight, Vice Chair	=
ATTEST:		
Cindy Klob, Records Manager		
EXHIBIT A: Rendering and Proposed Site Plan	of Approved Porch Structure	

624 E. Cooper Avenue P&Z Resolution #11, Series 2022 Page 2 of 2

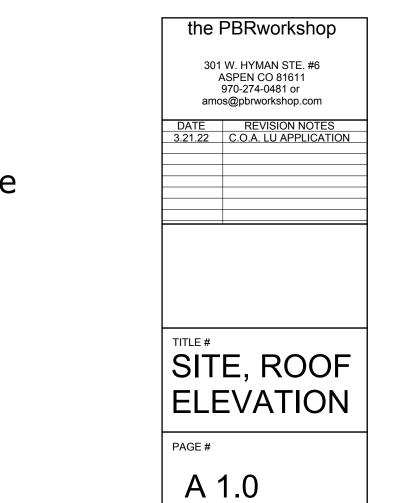
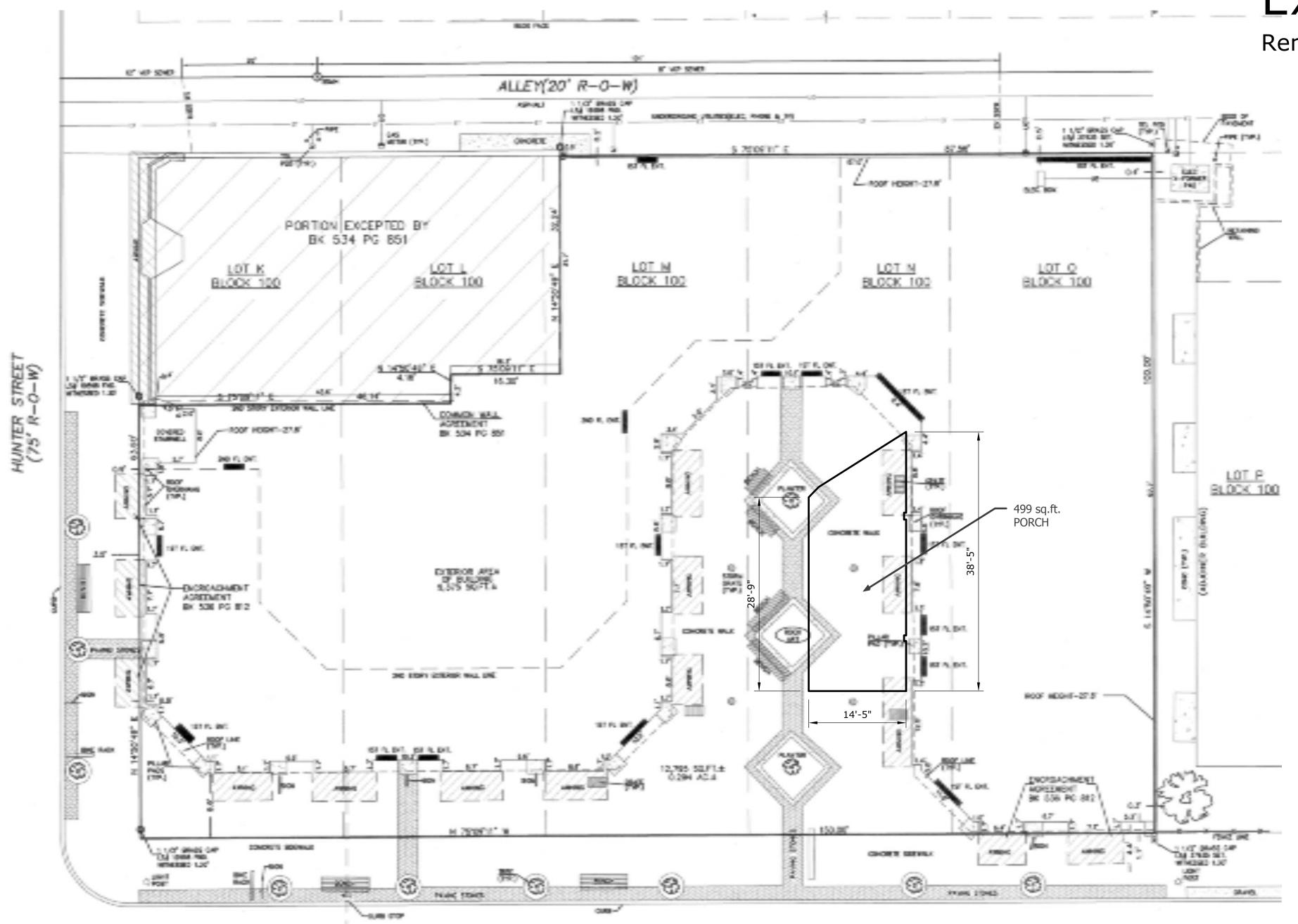




EXHIBIT A:



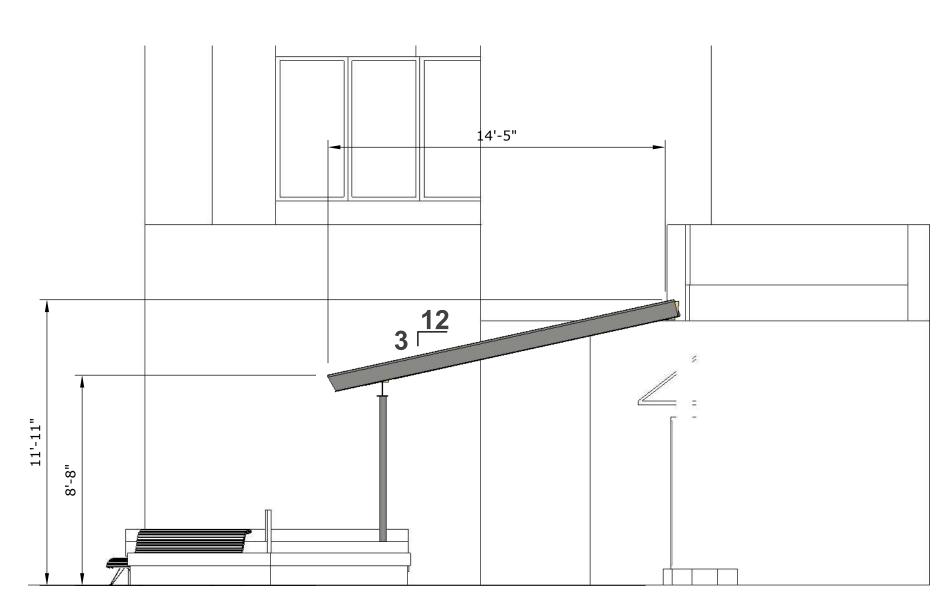


PRO-PANEL METAL CLASS "A" **ISLAND** ROOF SYSTEM \neg PLANTER-BENCH-FENCE-3:12 14'-5"

PROPOSED ROOF PLAN - 1/4" SCALE



PROPOSED SITE PLAN - 1" = 10' SCALE



PROPOSED SOUTH ELEVATION - 1/4" SCALE



TO: Mayor Torre and Aspen City Council

FROM: Amy Simon, Planning Director

THRU: Phillip Supino, Community Development Director

MEETING DATE: July 12, 2022

RE: Second Reading, Ordinance #12, Series of 2022, 949 W. Smuggler

> AspenModern Voluntary Landmark Designation, Growth Management, Subdivision and TDR, and Notice of Call-Up of HPC Resolution #7, Series of

2022

APPLICANT /OWNER:

Vandemoer Family, Inc., Chris Vandemoer

REPRESENTATIVE:

Haas Land Planning 1 Friday Design

LOCATION:

Street Address:

949 W. Smuggler Street

Legal Description:

Lot 2, Vandemoer Hill Lot Split, City and Townsite of Aspen, Colorado

Parcel Identification Number:

PID# 2735-122-12-003

CURRENT ZONING & USE:

Single-family home, R-6: Medium Density

Residential

PROPOSED ZONING & LAND USE:

Subdivision; Parcel A with two detached homes, Parcel B with one single-family home. No

change to zoning.

SUMMARY: The applicant has offered voluntary AspenModern historic designation of a 1946 Chalet style home. Related to designation. thev request Maior Development. the Relocation, Demolition, Variations, Growth Management, Subdivision, a TDR, and other preservation benefits be approved for a project which involves preserving the resource in place and developing two new adjacent homes in the future.

STAFF RECOMMENDATION: Staff recommends Council grant approval of Designation and benefits, Growth Management, Subdivision, and Transferable Development Rights, and staff recommends Council uphold Notice of Call Up as required by HPC's approval of Major Development, Relocation, Demolition and Variations.



Site Locator Map – 949 W. Smuggler

Page 1 of 9



BACKGROUND:

949 W. Smuggler is an 18,000 square foot lot located in the R-6 zone district. The site contains a 1946 Chalet home, which is essentially unaltered, and two related outbuildings, built by the family who has owned the property for 75 years. The site has no landmark protection in place and has long been identified as a priority for preservation through AspenModern.

REQUEST OF CITY COUNCIL

Council is asked to address the following:



- AspenModern Historic Designation (Section 26.415.025 and Section 26.415.030) for negotiation of a voluntary designation.
- <u>Growth Management</u> (Section 26.470.080 and 26.470.100) to provide an allotment for Parcel B, the proposed corner lot.
- Major Subdivision (Section 26.480.070) to divide the existing parcel in two.
- <u>Transferable Development Rights</u> (Section 26.535.070) to allow one TDR to be severed from Parcel B, the corner lot.
- Notice of Call Up (Section 26.415.120.B) for Council to review HPC's approval of Major Development, Relocation, Demolition and Variations.

This application was permitted to be submitted during the current residential development moratorium because the Council ordinance specifically exempted voluntary AspenModern designations from being held up. In May, the Historic Preservation Commission (HPC) provided decisions and concluded on review processes which are fully assigned to their board, and made a recommendation to Council on those processes which must be approved by Ordinance. Following Council approval, if granted, the proposed development will be eligible to proceed to building permit review.

Submittal of an AspenModern application triggers a 90 day negotiation period, during which the applicant and City attempt to find agreement and passage of a designation ordinance within three months. At the May 24th Council meeting the negotiation was extended until July 13th to get past full Council agendas related to the Moratorium ordinances. The applicant agreed to the delay. A decision is needed on July 12th, or a second extension would have to be discussed.

RESPONSE TO COUNCIL QUESTIONS AT FIRST READING:

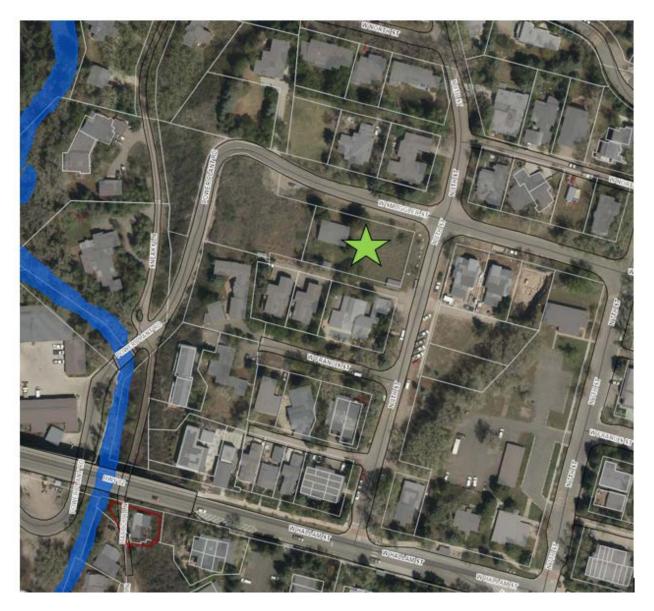
First Reading of this Ordinance took place on May 24th. Council raised a number of questions, which are addressed below.

<u>NEIGHBORHOOD CONTEXT:</u> Council requested additional information on neighborhood context. The site is located at the fairly busy intersection of Smuggler and 8th Streets, where traffic entering and exiting Aspen proper, and the Aspen Meadows area is common. Single-family and duplex properties on 6-9,000 square foot lots dominate, with a few examples of multi-family

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residential present as well. A site visit is planned for July 12th so that Council can take a closer look at the subject property, indicated with a star below, and its surroundings.



EXPLANATION OF HPC'S WAIVER OF RESIDENTIAL DESIGN STANDARDS COMPLIANCE: As part of HPC's review of this proposal, they waived the need for the new home proposed to be constructed directly behind the historic Chalet to comply with the Residential Design Standards (RDS). The RDS are an administrative checklist that all development must meet, unless a specific project is determined by HPC or P&Z to better meet RDS intent or to require flexibility because of unusual site specific constraints. Generally, RDS is intended to ensure that new development exhibit "good urban manners," providing a connection between the entry and the street, and including certain design characteristics common or desired for Aspen.

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Typically, a home undergoing RDS review has street frontage. In this case, the proposed new unit is stacked behind the Chalet. This is appropriate because the Chalet remains the primary focus of the property and the trees at the front of the site will be preserved with no new impacts. The fact that the rear unit isn't easily seen from Smuggler Street makes compliance with RDS impossible. The renderings below show a head on view of the redevelopment (the new house can barely be seen popping up behind the Chalet) and a view from the northwest corner of the Chalet, looking towards the alley. The new unit is only 50 square feet of floor area larger than the Chalet, is almost identical in height, and is detached and generously distanced from it. HPC found this to be an appropriate way to highlight and preserve the Chalet as a free-standing building and to ensure the focus of the property is on this special and highly decorative example of Aspen's historic architecture. This was deemed to be a more important priority than compliance with RDS.





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IMPLICATION OF GRANTING AN ENCROACHMENT LICENSE FOR FENCE ALONG SMUGGLER: The request is to grant a permanent encroachment license for a section of split rail fence that has been in front of the house since the 1940s. The fence placement accommodated trees at the front of the house in existence at that time. Those trees have since become substantial, making it difficult to pull the fence back to the property line now.

The license would be a formal recognition by the City that the fence sits on public property and may remain in place until further notice. An encroachment license is revokable, and not entirely uncommon as many examples of older development in Aspen veered outside of private property lines to some degree and have been allowed to remain, when appropriate.

To the extent that the existing parking will continue in the right-of-way in front of this house, it will be signed for public use, not dedicated exclusively to this property owner.

WHY DESIGNATE THE CORNER LOT HISTORIC? The review includes designation of the entire 18,000 square feet of land owned by this applicant, including what will become a vacant corner lot created by the proposed subdivision. Council questioned the purpose of HPC purview on the corner. First, this is always the case when a designated property is subdivided, so that HPC may ensure that new development takes the preservation needs of the adjacent resource into account, is sensitively sited, architecturally compatible, etc. Second, this particular review includes granting benefits related to the corner site that are only allowable if is it landmarked. Site specific setbacks are proposed to maintain views of the Chalet from the east, and TDR(s) are requested to reduce the size of the home on the corner. HPC will not be able to grant any floor area bonus for this house in the future. Their review will solely involve evaluation of architectural design, at which they are expert.

OTHER DEVELOPMENT OPTIONS FOR THIS PROPERTY: Council inquired as to other development scenarios for the site. This is difficult to assess because of a number of choices that the property owner could make. Whether one scenario is preferable to another is somewhat moot as the property owner, not the City, would decide which option to pursue. As a further complication to making an "apples to apples" comparison of these outcomes, mitigation for some of these scenarios is at a level of Category 2, while others are at Category 4 or R.O. Staff recommends that Council remain focused on what the applicant has proposed, which is permanent preservation of a very significant example of Aspen's history, with a balance of allowed development and appropriate housing mitigation.

In response to Council's question, other scenarios, with no designation of this site, include:

<u>No subdivision:</u> The property could remain an 18,000 square foot lot which may be developed with two residential units (may or may not include the existing Chalet.) Allowable free market home size would be approximately **4,580 square feet of floor area** (with a small floor area reduction for a steep slope). Mitigation would follow requirements of the moratorium ordinance for lots with an existing GMQS entitlement (i.e. 0.107 FTEs for all new mitigation floor area. No credit for existing Chalet if removed.)

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<u>Two lot subdivision:</u> Two lots, each likely 9,000 square feet, could be created. Approximate allowable free-market home size would be **7,700 square feet** (with a small floor area reduction for a steep slope). The interior lot may or may not continue to contain the Chalet and could be developed as two units. Expansion or replacement would mitigate according to the requirements of the moratorium ordinance for lots with an existing GMQS entitlement (i.e. 0.107 FTEs for all new mitigation floor area. No credit for existing Chalet if removed.) The corner lot would need to be mitigated with a Category 4 unit equal to at least 30% of the associated home's floor area.

Three lot subdivision: Three lots, each 6,000 square feet could be created. Approximate allowable free-market home size would be **6,400 square feet, and up to 3,240 square feet of deed-restricted housing on-site might be possible.** The western-most lot may or may not continue to contain the Chalet and would be allowed approximately 3,170 square feet of floor area (with a floor area reduction for a steep slope). Expansion or replacement on that lot would mitigate according to the requirements of the moratorium ordinance for lots with an existing GMQS entitlement (i.e. 0.107 FTEs for all new mitigation floor area. No credit for existing Chalet if removed.) One of the new lots would be developed with a free market home of up to 3,240 square feet and one of the new lots would likely be the site of required mitigation in the form of R.O. and/or a Category unit, depending on property owner preference. Development on the mitigation lot would likely range from 1,000 to 3,240 square feet of floor area.

STAFF COMMENTS ON THE APPLICANT'S PROPOSAL:

As detailed in Exhibit A, Historic Designation and Benefits, staff and HPC support the voluntary landmarking of this property as one of the best and most intact examples of a Chalet style home in Aspen. The City has adopted a scoring system to provide an objective analysis of the physical integrity of the structure under consideration for designation. The property has scored of 19 out of a possible 20 points, identifying 949 W. Smuggler as a particularly significant remaining example of a modest housing type that was common and important to the early development of the ski resort.

Following is a summary of staff findings. Please see Exhibits A through E for findings on the reviews to be addressed by Council, and Exhibits F and G for HPC's review of the processes subject to Notice of Call Up.

In exchange for designation the applicant has requested the following benefits:

- 1. A full waiver of compliance with the Residential Design Standards for a proposed new home on Parcel A, the Chalet lot.
- 2. A waiver of the requirement to comply with slope reduction on Parcel A, the Chalet lot.
- 3. A determination that the fence near the entry to the Chalet home is original and historically significant and should remain in place (with maintenance and repair as needed) and be granted a permanent encroachment license to sit in the public right-of-way.

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- 4. Setback variations for development on Parcel A, the Chalet lot, and Parcel B, the corner lot, to place future development in a manner that preserves the integrity of the historic Chalet, and public views of it.
- 5. Removal of development rights on Parcel B, the corner lot, through the severing of one TDR. This is paired with the applicant forgoing 30 square feet of allowed floor area on that lot.
- 6. Deferral of affordable housing mitigation on Parcel A, the Chalet lot.
- 7. Negotiation of affordable housing mitigation requirements on Parcel B, the corner lot
- 8. 10 years vested rights.

Staff finds these requested benefits to be reasonable in consideration of the community benefit of preserving this home in perpetuity. HPC has recommended the applicant drop their request for benefit 2, waiver of slope reduction compliance. A small amount of floor area is removed from the allowable development of the property due to the presence of a small embankment on the west side of Parcel A. HPC finds that compliance with this reduction is appropriate. The applicant has accepted this and the proposed plans include the required 15 square foot reduction.

HPC also recommended the applicant forgo benefit 6, a request to defer affordable housing mitigation on Parcel A.

Staff recommends the request for 10 years vested rights be eliminated as the land use code is has been revised as an outcome of the moratorium, and if the property owner does not act on this approval within the three years of vested rights provided by state statute, the new provisions should apply.

Staff supports the voluntary designation of this property as one of the best and most intact examples of a Chalet in Aspen. This is likely among the first buildings constructed here after World War II and is therefore particularly illustrative of the early spirit of the ski resort. Staff finds that benefits for designation are very important in consideration of the community gain from preservation of this important piece of Aspen history.

Staff has provided two versions of an approval ordinance for Council consideration. Both include the above mentioned benefits recommended for approval. Both also include language around a possible City purchase of the corner lot. This is a staff generated idea that has been coordinated with Asset Management and the City Manager's office, and discussed with the applicant. It is in no way being suggested as a condition of the negotiation. With the idea that any opportunity to develop affordable housing in town should be explored, the applicant may be willing to offer the City a 30 day exclusive window to negotiate a purchase of Parcel B, the corner lot following the adoption of this Ordinance.

The two versions of the ordinance differ in the way that affordable housing mitigation is required for the corner lot (see Condition 11.) The applicant requests approval to mitigate the affordable housing impacts on all development on both lots of this property as an Administrative Exemption, according to the land use code in place at the time of building permit application. Exhibit B

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illustrates that mitigation for Parcel B, as a lot requiring a Growth Management allotment, is approximately 4.5 times greater than provided in an Administrative Exemption. Staff recommends Council consider all possible flexibility on the applicant's request as it is meaningful to their ability to offer designation. If Council does not support any relief on affordable housing mitigation, staff has created version 2 of the ordinance which includes the issuance of two Transferable Development Right Certificates which the applicant may sell to offset their fees. These TDRs would not remove any development rights from the site. This benefit has been provided in past AspenModern designations and responds to the property owner's needs without affecting another highly important community goal; housing. Staff supports either outcome.

In summary, staff and HPC find that the designation and project approach model the ideal preservation outcome. The Chalet is preserved with no addition, and new construction is detached and located at the rear and side of it. Staff and HPC have no concerns with the alley house design. In order to ensure that the future development of the corner lot supports preservation and public visibility of the Chalet, staff and HPC supported setback variations to place that home towards the rear of the lot. The project has heritage preservation value to the community.

NOTICE OF CALL-UP

As is customary with HPC reviewed projects, Council is provided with a Notice of Call-Up for the development aspect of the project. As prescribed by code, following the adoption of a resolution approving, approving with conditions or denying a Conceptual Development Plan application for a certificate of appropriateness for major development, demolition approval or relocation approval of a designated property, HPC shall promptly notify the City Council of its action to allow the City Council an opportunity to avail itself of the call-up procedure. Council may uphold HPC's decision or may remand it to require reconsideration of specific issues. HPC's decision on remand, is a publicly noticed hearing, shall be final.

After careful review of the project relative to the historic preservation design guidelines, HPC approval was granted by a 6-0 vote with one abstention. The HPC memo, resolution and minutes are attached as Exhibit F. Staff recommends Council uphold the Commission's decision.

RECOMMENDED MOTION: "I move to adopt Ordinance #12, Series of 2022 and to uphold HPC's approval for Major Development, Relocation, Demolition and Variations at 949 W. Smuggler Street."

CITY MANAGER COMMENTS:					

ATTACHMENTS:

Version 1: Ordinance #12, Series of 2022

Version 2: Ordinance #12, Series of 2022 (shows red-line changes from Version 1)

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Exhibit A – Historic Designation and Benefits Criteria/Staff Findings

Exhibit B - Growth Management Criteria/Staff Findings

Exhibit C – Subdivision Criteria/Staff Findings

Exhibit D – TDR Criteria/Staff Findings

Exhibit E – Application

Exhibit F - HPC packet related to Notice of Call Up

Exhibit G – HPC minutes

Exhibit H – HPC resolution

ORDINANCE #12 (Series of 2022)

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ASPEN, COLORADO APPROVING ASPENMODERN HISTORIC DESIGNATION AND BENEFITS, SUBDIVISION, GROWTH MANAGEMENT AND A TRANSFERABLE DEVELOPMENT RIGHT FOR THE PROPERTY LOCATED AT 949 W. SMUGGLER STREET, LOT 2, VANDEMOER HILL LOT SPLIT, CITY AND TOWNSITE OF ASPEN, COLORADO

PARCEL ID: 2735-122-12-003

WHEREAS, the applicant, Vandemoer Family, Inc., c/o Chris Vandemoer, P.O. Box 668, Sterling, Colorado 80751, has requested review of AspenModern Historic Designation and Benefits, Major Development, Relocation, Demolition, Variations, Subdivision, Growth Management and a TDR for the property located at 949 W. Smuggler Street, Lot 2, Vandemoer Hill Lot Split, City and Townsite of Aspen, Colorado, PID 2735-122-12-003; and

WHEREAS, the proposal has been deemed to be exempt from the applicability of Ordinance #27, Series of 2021 and Ordinance #6, Series of 2022, ordinances which generally placed a temporary moratorium on residential development, and has been allowed to proceed because land use applications involving voluntary AspenModern landmark designation are specifically permitted to be processed at this time; and

WHEREAS, the application was deemed to be complete on March 31, 2022 and is to be reviewed according to the land use regulations in affect prior to the adoption of Ordinance #27, Series of 2021. The date of completeness commenced a code mandated 90 day period for the City to negotiate historic designation with the property owner. Since the review process could not be completed within 90 days, City Council, through Resolution #068, Series of 2022, granted a 14 day extension of the negotiation period, from June 29 to July 13, 2022; and

WHEREAS, the AspenModern designation process is described at Section 26.415.025 and Section 26.415.030 of the Municipal Code and allows for City Council approval of site specific benefits to secure voluntary historic designation; and

WHEREAS, Municipal Code Section 26.415.025.C(1)(b) states that, during the negotiation period, "the Community Development Director shall confer with the Historic Preservation Commission, during a public meeting, regarding the proposed building permit and the nature of the property. The property owner shall be provided notice of this meeting;" and

WHEREAS, the property owner and representatives met with the Historic Preservation Commission on April 13, 2022, April 27th, 2022 (site visit), and May 11, 2022, considered the application, the staff memo and public comments, and found that the property is a "best" example of AspenModern era architecture and the proposal is consistent with the review standards. HPC granted approval for Major Development, Relocation, Demolition, and Variations and recommended Council approval of AspenModern designation and Benefits, Subdivision, Growth

Ordinance #12, Series of 2022 949 W. Smuggler, AspenModern designation Page 1 of 5 Management, and Transferable Development Rights, with conditions, by a vote of 6 to 0, with one abstention; and

WHEREAS, Section 26.415.025.C(1)(d), states that, during the negotiation period, "council may negotiate directly with the property owner or may choose to direct the Community Development Director, or other City staff as necessary, to negotiate with the property owner to reach a mutually acceptable agreement for the designation of the property"; and

WHEREAS, Section 26.415.025.C(1)d establishes that "as part of the mutually acceptable agreement, the City Council may, at its sole discretion, approve any land use entitlement or fee waiver permitted by the Municipal Code and may award any approval that is assigned to another Board or Commission, including variations;" and

WHEREAS, the Community Development Department performed an analysis of the application for Landmark Designation and found that the review standards are met; and

WHEREAS, the City Council finds that the proposal meets or exceeds all applicable development standards and that the approval of the development proposal is consistent with the goals and elements of the Aspen Area Community Plan; and,

WHEREAS, the City Council finds that this Ordinance furthers and is necessary for the promotion of public health, safety, and welfare.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ASPEN, COLORADO, AS FOLLOWS:

Section 1: Historic Landmark Designation

Pursuant to the procedures and standards set forth in Title 26 of the Aspen Municipal Code, the City Council hereby finds that 949 W. Smuggler Street, Lot 2, Vandemoer Hill Lot Split, City and Townsite of Aspen, Colorado meets the criteria for landmark designation as an AspenModern historic resource.

Upon the effective date of this ordinance, the City Clerk shall record with the real estate records of the Clerk and Recorder of the County, a certified copy of this ordinance. The location of the historic landmark property designated by this ordinance shall be indicated on the official maps of the City that are maintained by the Community Development Department.

Section 2: Aspen Modern Negotiation

Pursuant to the procedures and standards set forth in Title 26 of the Aspen Municipal Code, the City Council hereby approves the following associated with this historic designation.

1. Designation will affect the entire property; Parcel A, the Chalet lot and Parcel B, the corner lot. As such, future development of Parcel B is subject to HPC Major Development Review and Residential Design Standards Review.

- 2. A full waiver of compliance with the Residential Design Standards is granted for the new home on Parcel A, the Chalet lot, as a negotiated benefit. This house is not designed to relate to Smuggler Street and its character as an alley/back-drop structure is appropriate.
- 3. The applicant shall comply with slope reduction on Parcel A, the Chalet lot, rather than asking for a preservation benefit on this topic.
- 4. The fence near the entry to the Chalet home is original and historically significant and should remain in place (with maintenance and repair as needed) and shall be granted a permanent encroachment license to sit in the public right-of-way.
- 5. The applicant is asked to continue their excellent regular maintenance of the Chalet and to work closely with the Parks Department to preserve the significant trees adjacent to the home, while also taking note of the impacts of the tree roots and branches continually moving towards the historic structure.
- 6. For relocation of the chicken coop, a letter from an engineer or housemover demonstrating the structure is capable of withstanding the relocation, a plan for the safe relocation of the building, and a financial assurance in the amount of \$15,000 will be required prior to building permit submission.
- 7. Setback variations are approved on Parcel A, the Chalet lot, for the "chicken-coop" and the proposed new home along the alley. The chicken-coop is permitted a 5 foot east setback where it should have 10 feet. The new house along the alley is permitted a 5 foot rear setback rather than the 10 feet required for proposed below grade space, a second floor deck, and a lightwell.
- 8. A combined sideyard of 15 feet is permitted on Parcel B, the corner lot, where 25 feet is required. A 30' front yard setback is required, only above grade. These requirements may be adjusted by an affirmative vote of HPC at the time that development is proposed.
- 9. One TDR shall be severed from Parcel B, the corner lot, and the property will thereafter forgo 30 square feet of otherwise allowable floor area and be permitted the development of a single- family home or affordable housing, with an allowed floor area of 3,240 square feet.
- 10. The applicant shall withdraw the request for deferral of affordable housing mitigation on Parcel A, the Chalet lot, as a preservation benefit.
- 11. The applicant shall be permitted to mitigate the affordable housing impacts on all development on this property as an Administrative Exemption, according to the land use code in place at the time of building permit application.
- 12. If the property owner is agreeable, the City accepts the opportunity for a 30 day exclusive window to negotiate a purchase of Parcel B, the corner lot following the adoption of this Ordinance.

Section 3: Vested Rights

The development approvals granted herein shall constitute a site-specific development plan and a vested property right attaching to and running with the Subject Property and shall confer upon the Applicant the right to undertake and complete the site specific development plan and use of said property under the terms and conditions of the site specific development plan including any approved amendments thereto. The vesting period of these vested property rights shall be for three (3) years which shall not begin to run until the date of the publications required to be made as set forth below.

Ordinance #12, Series of 2022 949 W. Smuggler, AspenModern designation Page 3 of 5 However, any failure to abide by any of the terms and conditions attendant to this approval shall result in the forfeiture of said vested property rights. Unless otherwise exempted or extended, failure to properly record all plats and agreements required to be recorded, as specified herein, within 180 days of the effective date of the development order shall also result in the forfeiture of said vested property rights and shall render the development order void within the meaning of § 26.104.050, *Void Permits*. Zoning that is not part of the approved site-specific development plan shall not result in the creation of a vested property right.

No later than fourteen (14) days following the adoption of this ordinance, the City Clerk shall cause to be published in a newspaper of general circulation within the jurisdictional boundaries of the City of Aspen, a notice advising the general public of the approval of a site specific development plan and creation of a vested property right pursuant to Chapter 26.308, *Vested Property Rights*. Pursuant to § 26.304.070(A), *Development Orders*, such notice shall be substantially in the following form:

Notice is hereby given to the general public of the approval of a site specific development plan, and the creation of a vested property right, valid for a period of three (3) years, pursuant to the Land Use Code of the City of Aspen and Title 24, Article 68, Colorado Revised Statutes, pertaining to the following described property: 949 W. Smuggler Street, Lot 2, Vandemoer Hill Lot Split, City and Townsite of Aspen, Colorado, PID 2735-122-12-003

Nothing in this approval shall exempt the Development Order from subsequent reviews and approvals required by this Ordinance of the general rules, regulations and ordinances or the City of Aspen provided that such reviews and approvals are not inconsistent with this Ordinance.

The vested rights granted hereby shall be subject to all rights of referendum and judicial review. The period of time permitted by law to exercise the right of referendum to refer to the electorate this Section of this Ordinance granting vested rights; or, to seek judicial review of the grant of vested rights shall not begin to run until the date of publication of the notice of final development approval as set forth above. The rights of referendum described herein shall be no greater than those set forth in the Colorado Constitution and the Aspen Home Rule Charter.

Section 4: Material Representations

All material representations and commitments made by the Applicant pursuant to the development proposal approvals as herein awarded, whether in public hearing or documentation presented before the Historic Preservation Commission or City Council, are hereby incorporated in such plan development approvals and the same shall be complied with as if fully set forth herein, unless amended by an authorized entity.

Section 5: Litigation

This ordinance shall not affect any existing litigation and shall not operate as an abatement of any action or proceeding now pending under or by virtue of the ordinances repealed or amended as herein provided, and the same shall be conducted and concluded under such prior ordinances.

Section 6: Severability

If any section, subsection, sentence, clause, phrase, or portion of this ordinance is for any reason held invalid or unconstitutional in a court of competent jurisdiction, such portion shall be deemed a

Ordinance #12, Series of 2022 949 W. Smuggler, AspenModern designation Page 4 of 5 separate, distinct and independent provision and shall not affect the validity of the remaining portions thereof.

Section 7: Public Hearing

Nicole Henning, City Clerk

A duly noticed public hearing on this Ordinance was held on the 12th day of July, 2022 in the City Council Chambers, Aspen City Hall, Aspen, Colorado, fifteen (15) days prior to which hearing a public notice of the same was published in a newspaper of general circulation within the City of Aspen.

INTRODUCED, READ AND ORDERED PUBLISHED as provided by law, by the City Council of the City of Aspen on the 24th day of May, 2022.

FINALLY, adopted, passed, and approved by a __ to __ vote on this __ day of July, 2022.

Approved as to form:

Approved as to content:

Torre, Mayor

Attest:

ORDINANCE #12 (Series of 2022)

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ASPEN, COLORADO APPROVING ASPENMODERN HISTORIC DESIGNATION AND BENEFITS, SUBDIVISION, GROWTH MANAGEMENT AND TRANSFERABLE DEVELOPMENT RIGHTS FOR THE PROPERTY LOCATED AT 949 W. SMUGGLER STREET, LOT 2, VANDEMOER HILL LOT SPLIT, CITY AND TOWNSITE OF ASPEN, COLORADO

PARCEL ID: 2735-122-12-003

WHEREAS, the applicant, Vandemoer Family, Inc., c/o Chris Vandemoer, P.O. Box 668, Sterling, Colorado 80751, has requested review of AspenModern Historic Designation and Benefits, Major Development, Relocation, Demolition, Variations, Subdivision, Growth Management and a TDR for the property located at 949 W. Smuggler Street, Lot 2, Vandemoer Hill Lot Split, City and Townsite of Aspen, Colorado, PID 2735-122-12-003; and

WHEREAS, the proposal has been deemed to be exempt from the applicability of Ordinance #27, Series of 2021 and Ordinance #6, Series of 2022, ordinances which generally placed a temporary moratorium on residential development, and has been allowed to proceed because land use applications involving voluntary AspenModern landmark designation are specifically permitted to be processed at this time; and

WHEREAS, the application was deemed to be complete on March 31, 2022 and is to be reviewed according to the land use regulations in affect prior to the adoption of Ordinance #27, Series of 2021. The date of completeness commenced a code mandated 90 day period for the City to negotiate historic designation with the property owner. Since the review process could not be completed within 90 days, City Council, through Resolution #068, Series of 2022, granted a 14 day extension of the negotiation period, from June 29 to July 13, 2022; and

WHEREAS, the AspenModern designation process is described at Section 26.415.025 and Section 26.415.030 of the Municipal Code and allows for City Council approval of site specific benefits to secure voluntary historic designation; and

WHEREAS, Municipal Code Section 26.415.025.C(1)(b) states that, during the negotiation period, "the Community Development Director shall confer with the Historic Preservation Commission, during a public meeting, regarding the proposed building permit and the nature of the property. The property owner shall be provided notice of this meeting;" and

WHEREAS, the property owner and representatives met with the Historic Preservation Commission on April 13, 2022, April 27th, 2022 (site visit), and May 11, 2022, considered the application, the staff memo and public comments, and found that the property is a "best" example of AspenModern era architecture and the proposal is consistent with the review standards. HPC granted approval for Major Development, Relocation, Demolition, and Variations and recommended Council approval of AspenModern designation and Benefits, Subdivision, Growth

Ordinance #12, Series of 2022 949 W. Smuggler, AspenModern designation Page 1 of 5 Deleted: A

Management, and Transferable Development Rights, with conditions, by a vote of 6 to 0, with one abstention; and

WHEREAS, Section 26.415.025.C(1)(d), states that, during the negotiation period, "council may negotiate directly with the property owner or may choose to direct the Community Development Director, or other City staff as necessary, to negotiate with the property owner to reach a mutually acceptable agreement for the designation of the property"; and

WHEREAS, Section 26.415.025.C(1)d establishes that "as part of the mutually acceptable agreement, the City Council may, at its sole discretion, approve any land use entitlement or fee waiver permitted by the Municipal Code and may award any approval that is assigned to another Board or Commission, including variations;" and

WHEREAS, the Community Development Department performed an analysis of the application for Landmark Designation and found that the review standards are met; and

WHEREAS, the City Council finds that the proposal meets or exceeds all applicable development standards and that the approval of the development proposal is consistent with the goals and elements of the Aspen Area Community Plan; and,

WHEREAS, the City Council finds that this Ordinance furthers and is necessary for the promotion of public health, safety, and welfare.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ASPEN, COLORADO, AS FOLLOWS:

Section 1: Historic Landmark Designation

Pursuant to the procedures and standards set forth in Title 26 of the Aspen Municipal Code, the City Council hereby finds that 949 W. Smuggler Street, Lot 2, Vandemoer Hill Lot Split, City and Townsite of Aspen, Colorado meets the criteria for landmark designation as an AspenModern historic resource.

Upon the effective date of this ordinance, the City Clerk shall record with the real estate records of the Clerk and Recorder of the County, a certified copy of this ordinance. The location of the historic landmark property designated by this ordinance shall be indicated on the official maps of the City that are maintained by the Community Development Department.

Section 2: Aspen Modern Negotiation

Pursuant to the procedures and standards set forth in Title 26 of the Aspen Municipal Code, the City Council hereby approves the following associated with this historic designation.

1. Designation will affect the entire property; Parcel A, the Chalet lot and Parcel B, the corner lot. As such, future development of Parcel B is subject to HPC Major Development Review and Residential Design Standards Review.

Ordinance #12, Series of 2022 949 W. Smuggler, AspenModern designation Page 2 of 5

- A full waiver of compliance with the Residential Design Standards is granted for the new home on Parcel A, the Chalet lot, as a negotiated benefit. This house is not designed to relate to Smuggler Street and its character as an alley/back-drop structure is appropriate.
- 3. The applicant shall comply with slope reduction on Parcel A, the Chalet lot, rather than asking for a preservation benefit on this topic.
- 4. The fence near the entry to the Chalet home is original and historically significant and should remain in place (with maintenance and repair as needed) and shall be granted a permanent encroachment license to sit in the public right-of-way.
- 5. The applicant is asked to continue their excellent regular maintenance of the Chalet and to work closely with the Parks Department to preserve the significant trees adjacent to the home, while also taking note of the impacts of the tree roots and branches continually moving towards the historic structure.
- 6. For relocation of the chicken coop, a letter from an engineer or housemover demonstrating the structure is capable of withstanding the relocation, a plan for the safe relocation of the building, and a financial assurance in the amount of \$15,000 will be required prior to building permit submission.
- 7. Setback variations are approved on Parcel A, the Chalet lot, for the "chicken-coop" and the proposed new home along the alley. The chicken-coop is permitted a 5 foot east setback where it should have 10 feet. The new house along the alley is permitted a 5 foot rear setback rather than the 10 feet required for proposed below grade space, a second floor deck, and a lightwell.
- 8. A combined sideyard of 15 feet is permitted on Parcel B, the corner lot, where 25 feet is required. A 30' front yard setback is required, only above grade. These requirements may be adjusted by an affirmative vote of HPC at the time that development is proposed.
- 9. One TDR shall be severed from Parcel B, the corner lot, and the property will thereafter forgo 30 square feet of otherwise allowable floor area and be permitted the development of a single- family home or affordable housing, with an allowed floor area of 3,240 square feet.
- 10. The applicant shall withdraw the request for deferral of affordable housing mitigation on Parcel A, the Chalet lot, as a preservation benefit.
- 11. The applicant shall be permitted to mitigate the affordable housing impacts of the new unit on Parcel A as an Administrative Exemption, according to the land use code in place at the time of building permit application. On Parcel B, mitigation for the new home shall be a Growth Management Residential Development review per Section 26.470.100.H or 26.470.100.I. As an alternative to the applicant's request for mitigation relief as part of their voluntary designation of the subject property, Council directs the Community Development Department to issue the applicant two (2) Transferable Development Rights certificates that will not reduce development rights on the site.
- 12. If the property owner is agreeable, the City accepts the opportunity for a 30 day exclusive window to negotiate a purchase of Parcel B, the corner lot following the adoption of this Ordinance.

Deleted: <#>One TDR shall be severed from Parcel B, the comer lot, and the property will thereafter forgo 30 square feet of otherwise allowable floor area and be permitted the development of a single-family home of 3,240 square feet. A duplex or other residential structure is only permitted if this condition is amended by future action of City Council. Should affordable housing become a by-right use on this property, this shall be a development option, however the setbacks established above remain applicable. ¶

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Ordinance #12, Series of 2022 949 W. Smuggler, AspenModern designation Page 3 of 5

Section 3: Vested Rights

The development approvals granted herein shall constitute a site-specific development plan and a vested property right attaching to and running with the Subject Property and shall confer upon the Applicant the right to undertake and complete the site specific development plan and use of said property under the terms and conditions of the site specific development plan including any approved amendments thereto. The vesting period of these vested property rights shall be for three (3) years which shall not begin to run until the date of the publications required to be made as set forth below. However, any failure to abide by any of the terms and conditions attendant to this approval shall result in the forfeiture of said vested property rights. Unless otherwise exempted or extended, failure to properly record all plats and agreements required to be recorded, as specified herein, within 180 days of the effective date of the development order shall also result in the forfeiture of said vested property rights and shall render the development order void within the meaning of § 26.104.050, *Void Permits*. Zoning that is not part of the approved site-specific development plan shall not result in the creation of a vested property right.

No later than fourteen (14) days following the adoption of this ordinance, the City Clerk shall cause to be published in a newspaper of general circulation within the jurisdictional boundaries of the City of Aspen, a notice advising the general public of the approval of a site specific development plan and creation of a vested property right pursuant to Chapter 26.308, *Vested Property Rights*. Pursuant to § 26.304.070(A), *Development Orders*, such notice shall be substantially in the following form:

Notice is hereby given to the general public of the approval of a site specific development plan, and the creation of a vested property right, valid for a period of three (3) years, pursuant to the Land Use Code of the City of Aspen and Title 24, Article 68, Colorado Revised Statutes, pertaining to the following described property: 949 W. Smuggler Street, Lot 2, Vandemoer Hill Lot Split, City and Townsite of Aspen, Colorado, PID 2735-122-12-003

Nothing in this approval shall exempt the Development Order from subsequent reviews and approvals required by this Ordinance of the general rules, regulations and ordinances or the City of Aspen provided that such reviews and approvals are not inconsistent with this Ordinance.

The vested rights granted hereby shall be subject to all rights of referendum and judicial review. The period of time permitted by law to exercise the right of referendum to refer to the electorate this Section of this Ordinance granting vested rights; or, to seek judicial review of the grant of vested rights shall not begin to run until the date of publication of the notice of final development approval as set forth above. The rights of referendum described herein shall be no greater than those set forth in the Colorado Constitution and the Aspen Home Rule Charter.

Section 4: Material Representations

All material representations and commitments made by the Applicant pursuant to the development proposal approvals as herein awarded, whether in public hearing or documentation presented before the Historic Preservation Commission or City Council, are hereby incorporated in such plan development approvals and the same shall be complied with as if fully set forth herein, unless amended by an authorized entity.

Ordinance #12, Series of 2022 949 W. Smuggler, AspenModern designation Page 4 of 5

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Section	5:	Litigation	ı

This ordinance shall not affect any existing litigation and shall not operate as an abatement of any action or proceeding now pending under or by virtue of the ordinances repealed or amended as herein provided, and the same shall be conducted and concluded under such prior ordinances.

Section 6: Severability

If any section, subsection, sentence, clause, phrase, or portion of this ordinance is for any reason held invalid or unconstitutional in a court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and shall not affect the validity of the remaining portions thereof.

Section 7: Public Hearing

A duly noticed public hearing on this Ordinance was held on the 12th day of July, 2022 in the City Council Chambers, Aspen City Hall, Aspen, Colorado, fifteen (15) days prior to which hearing a public notice of the same was published in a newspaper of general circulation within the City of Aspen.

INTRODUCED, READ AND ORDERED PUBLISHED as provided by law, by the City Council of the City of Aspen on the 24th day of May, 2022.

FINALLY, adopted, passed, and approved by a __ to __ vote on this __ day of July, 2022.

Approved as to form:	Approved as to content:
James R. True, City Attorney	Torre, Mayor
Attest:	
Nicole Henning, City Clerk	

Ordinance #12, Series of 2022 949 W. Smuggler, AspenModern designation Page 5 of 5



Exhibit A Historic Designation and Benefits Criteria Staff Findings

26.415.030 Designation of Historic Properties. The designation of properties to an official list, that is known as the Aspen Inventory of Historic Landmark Sites and Structures which is maintained by the City, is intended to provide a systematic public process to determine what buildings, areas and features of the historic built environment are of value to the community. Designation provides a means of deciding and communicating, in advance of specific issues or conflicts, what properties are in the public interest to protect.

C. Aspen Modern

- 1. Criteria. To be eligible for designation on the Aspen Inventory of Historic Landmark Sites and Structures as an example of AspenModern, an individual building, site, structure or object or a collection of buildings, sites, structures or objects must have a demonstrated quality of significance. The quality of significance of properties shall be evaluated according to criteria described below. When designating a historic district, the majority of the contributing resources in the district must meet at least two (2) of the criteria a-d, and criterion e described below:
 - a) The property is related to an event, pattern, or trend that has made a contribution to local, state, regional or national history that is deemed important, and the specific event, pattern or trend is identified and documented in an adopted context paper;
 - The property is related to people who have made a contribution to local, state, regional or national history that is deemed important, and the specific people are identified and documented in an adopted context paper;
 - c) The property represents a physical design that embodies the distinctive characteristics of a type, period or method of construction, or represents the technical or aesthetic achievements of a recognized designer, craftsman, or design philosophy that is deemed important and the specific physical design, designer, or philosophy is documented in an adopted context paper;
 - d) The property possesses such singular significance to the City, as documented by the opinions of persons educated or experienced in the fields of history, architecture, landscape architecture, archaeology or a related field, that the property's potential demolition or major alteration would substantially diminish the character and sense of place in the city as perceived by members of the community, and
 - e) The property or district possesses an appropriate degree of integrity of location, setting, design, materials, workmanship and association, given its age. The City Council shall adopt and make available to the public score sheets and other devices which shall be used by the Council and Historic Preservation Commission to apply this criterion.



Designation of Historic Properties

The Historic Preservation Commission (HPC) shall evaluate the application and forward their recommendation to City Council to make the final decision.

Summary of Review Criteria for Section 26.415.030 - Historic Designation.

The designation of properties to an official list, that is known as the Aspen Inventory of Historic Landmark Sites and Structures which is maintained by the City, is intended to provide a systematic public process to determine what buildings, areas and features of the historic built environment are of value to the community. Designation provides a means of deciding and communicating, in advance of specific issues or conflicts, what properties are in the public interest to protect.

26.415.030.C.1 Aspen Modern Criteria. To be eligible for designation on the Aspen Inventory of Historic Landmark Sites and Structures as an example of AspenModern, an individual building, site, structure or object or a collection of buildings, sites, structures or objects must have a demonstrated quality of significance. The quality of significance of properties shall be evaluated according to criteria described below.	MET	NOT MET
a. The property is related to an event, pattern, or trend that has made a contribution to local, state, regional or national history that is deemed important, and the specific event, pattern or trend is identified and documented in an adopted context paper;	MET	
b.The property is related to people who have made a contribution to local, state, regional or national history that is deemed important, and the specific people are identified and documented in an adopted context paper;		NOT MET
c.The property represents a physical design that embodies the distinctive characteristics of a type, period or method of construction, or represents the technical or aesthetic achievements of a recognized designer, craftsman, or design philosophy that is deemed important and the specific physical design, designer, or philosophy is documented in an adopted context paper;	MET	
d.The property possesses such singular significance to the City, as documented by the opinions of persons educated or experienced in the fields of history, architecture, landscape architecture, archaeology or a related field, that the property's potential demolition or major alteration would substantially diminish the character and sense of place in the city as perceived by members of the community, and		NOT MET
e.The property or district possesses an appropriate degree of integrity of location, setting, design, materials, workmanship and association, given its age. The City Council shall adopt and make available to the public score sheets and other devices which shall be used by the Council and Historic Preservation Commission to apply this criterion.	MET	

Staff Finding: According to the Pitkin County Assessor, and corroborated by this applicant, the Chalet home at 949 W. Smuggler was built in 1946-47 and appears to be one of the first new homes constructed in Aspen following World War II. The applicant is the great grandson of the original builder and the family has owned the property and used it as a vacation home continuously for 75 years. It is an excellent and unaltered example of European chalet references being incorporated into the architecture of the ski resort town, more fully detailed in the City's historic context paper on the Chalet style of design in Aspen.

Regarding the designation review criteria, staff finds that three of the five criteria are met (only one is required.) The home demonstrates the early development patterns of the ski town and it clearly demonstrates the following key features of the Chalet Style in Aspen; low pitched roof with deep eaves, decorative fascia, balconies, and railings with cut out motifs from nature. To judge the integrity of the property, the City developed, and City Council adopted scoring sheets. Staff agrees with the assessment provided in the application, which indicates the integrity score for this



structure is a 19 out of 20, putting it in "best" range for historic integrity. Staff fully supports the designation of this property that contains the oldest and best example of a postwar Chalet style home in the community. Please note that although the applicant's original proposal was to designate only the Chalet lot, it is necessary and mutually agreeable to designate the entire subject property to proceed with awarding of preservation benefits and to satisfy HPC interests in the placement and character of development on the corner lot.

The designation of properties as AspenModern is voluntary and allows the applicant to request benefits on a case by case basis as follows.

26.415.025.C. AspenModern Properties. Properties associated with Aspen's 20th century history shall be called AspenModern. Properties identified on the AspenModern Map shall be eligible for certain preservation benefits without being designated by City Council and may be awarded preservation incentives above and beyond those identified at Section 26.415.110, as follows. Property owners are encouraged to meet proactively with the historic preservation commission before undertaking development plans to receive preliminary feedback on appropriate development and benefits.

 Ninety-Day Negotiation Period. In the case that the owner of a property on the AspenModern Map submits a land use application which includes voluntary landmark designation, a negotiation period of up to 90 days shall be initiated.

A letter from the property owner indicating an understanding of this ninety-day negotiation period shall accompany the land use application. The ninety-day negotiation period may be extended an additional thirty (30) days upon a resolution adopted by the Council, or longer if mutually acceptable to both the Council and the property owner. Nothing herein shall prevent the City from reviewing any land use application or building permit affecting the subject property during the ninety-day negotiation period.

Within the ninety-day negotiation period, the following shall occur:

- a) The Community Development Director shall offer to meet with the property owner to discuss the City's Historic Preservation Program and benefits that the property may be eligible to receive upon designation as a Historic Landmark.
- b) The Community Development Director shall confer with the Historic Preservation Commission, at a public meeting, regarding the proposed land use application or building permit and the nature of the property. The property owner shall be provided notice of this meeting.

The Historic Preservation Commission, using context papers and integrity scoring sheets for the property under consideration, shall provide Council with an assessment of the property's conformance with the designation criteria of Section 26.415.030.C.1. When any benefits that are not included in Section 26.415.110 are requested by the property owner, HPC shall also evaluate how the designation, and any development that is concurrently proposed, meets the policy objectives for the historic preservation program, as stated at Section 26.415.010, Purpose and Intent. As an additional



measure of the appropriateness of designation and benefits, HPC shall determine whether the subject property is a "good, better, or best" example of Aspen's 20th century historic resources, referencing the scoring sheets and matrix adopted by City Council.

- c) The Community Development Director shall confer with the City Council regarding the proposed land use application or building permit, the nature of the property, and the staff and Historic Preservation Commission's assessment of its historic significance and the effects of the application or building permit. The property owner shall be provided notice of this meeting.
- d) The City Council may negotiate directly with the property owner or may choose to direct the Community Development Director, or other City staff as necessary, to negotiate with the property owner to reach a mutually acceptable agreement for the designation of the property. The City Council may choose to provide this direction in Executive Session, pursuant to State Statute. As part of the mutually acceptable agreement, the City Council may, at its sole discretion, approve any land use entitlement or fee waiver permitted by the Municipal Code and may award any approval that is assigned to another Board or Commission, including variations. Council shall consider the appropriateness of benefits in light of whether the property is identified as a "good, better, or best" example of Aspen's 20th century history and shall also seek to be equitable in the benefits awarded through the negotiation process. The monetary value of benefits being requested shall be defined, to the extent possible. Council shall seek compatibility with the neighborhood surrounding the subject property.

When benefits are awarded as part of the negotiation, Council shall require that the property be designated as a Historic Landmark, pursuant to the standards and limitations of Section 26.415.030, Designation of Historic Properties. As part of the mutually acceptable agreement, the City Council may choose to require the land use application or building permit that initiated the negotiation to be withdrawn by the property owner if said application or permit would have negatively affected the historic significance of the property.

Once a property identified on the AspenModern Map is designated to the Aspen Inventory of Historic Landmark Sites and Structures, additional negotiation under this section is not allowed.

e) If, upon the passage of 90 days or any extension thereof, the City and the property owner have failed to reach a mutually acceptable agreement, affected land use applications shall be issued a Development Order upon compliance with all applicable provisions of the City of Aspen Land Use Code. The City Council, or the property owner, may choose to terminate negotiations at any time.

Staff Findings: The applicant has requested benefits related to voluntary designation, which are evaluated by HPC and recommended to Council.



Staff and HPC find that the preservation approach in this project is ideal and deserving of the City's partnership. This is a voluntary landmark designation resulting in the Chalet being preserved in place with no addition, and all new construction completely detached.



Exhibit B Growth Management Criteria Staff Findings

The applicant has indicated that affordable housing mitigation required by Growth Management will be provided according to the code in place at the time of construction. The mitigation standards are currently being amended as part of the moratorium on residential development, so current code is referenced below, but not binding.

The proposal involves preserving one existing home without expansion, and the future construction of two new homes. As it stands, the subject property has the right to develop one new home through an Administrative Exemption to the Growth Management review system. This process will be applied to the home behind the Chalet. In order to receive the exemption, the owner must provide affordable housing mitigation. The existing code language at Section 26.470.090.a allows a property owner to select from a list of options which range from creating affordable housing on or off-site, to paying cash-in-lieu, or providing affordable housing credits. Full-time working residents may defer their mitigation until the time they sell to someone who is not. The applicant originally requested that, if they construct the unit behind the Chalet before the corner lot is sold, they would be allowed to defer affordable housing mitigation until one month after the corner lot is transferred to an unrelated party. If the corner lot is sold before the new house on the Chalet lot is built, mitigation will be paid when required at building permit issuance. APCHA has indicated that they would be willing to accept this request by recording a binding agreement with the applicant, however, because the applicant has expressed that this sequence of development is unlikely, staff and HPC recommend the deferral be dropped from the AspenModern negotiation.

The request to subdivide the applicant's property into the Chalet parcel and a new corner parcel when it was itself recently created through a lot split action is required to be reviewed as **Major Subdivision**. According to Aspen's land use code, a site can only be split once through a simple lot split review process and Growth Management exemption. The review standards below must be met. The calculation of affordable housing mitigation is significantly different. **The applicant has requested that the corner lot be mitigated through the same methodology as the Chalet lot**.

26.470.080. General Review Standards.

All Planning and Zoning Commission and City Council applications for growth management review shall comply with the following standards.

A. Sufficient Allotments: Sufficient growth management allotments are available to accommodate the proposed development, pursuant to Subsection 26.470.040.B. Applications for multi-year development allotment, pursuant to Paragraph 26.470.110.A shall be required to meet this standard for the growth management years from which the allotments are requested.



Staff Finding: The Growth Management Quota System allows for 19 new free-market homes that do not qualify under the exemption language noted above, to be approved per year. No allotments have been granted for 2022, so there are sufficient allotments for this proposal. **Staff finds this review criterion to be met.**

B. Development Conformance: The proposed development conforms to the requirements and limitations of this Title, of the zone district or a site specific development plan, any adopted regulatory master plan, as well as any previous approvals, including the Conceptual Historic Preservation Commission approval, the Conceptual Commercial Design Review approval and the Planned Development – Project Review approval, as applicable.

Staff Finding: The development is being reviewed for conformance with the Municipal Code and is seeking Conceptual Historic Preservation Commission approval. **Staff finds this review criterion to be met.**

C. Public Infrastructure and Facilities. The proposed development shall upgrade public infrastructure and facilities necessary to serve the project. Improvements shall be at the sole costs of the developer. Public infrastructure includes, but is not limited to, water supply, sewage treatment, energy and communication utilities, drainage control, fire and police protection, solid waste disposal, parking and road and transit services.

Staff Finding: No required improvements to public infrastructure have been identified at this time. **Staff finds this review criterion to be met.**

D. Affordable Housing Mitigation.

- For commercial development, sixty-five percent (65%) of the employees generated by the additional commercial net leasable space, according to Section 26.470.050.B, Employee generation rates, shall be mitigated through the provision of affordable housing.
- 2) For lodge development, sixty-five percent (65%) of the employees generated by the additional lodge pillows, according to Section 26.470.050.B, Employee generation rates, shall be mitigated through the provision of affordable housing. For the redevelopment or expansion of existing lodge uses, see section 26.470.100.G.
- 3) For the redevelopment of existing commercial net leasable space that did not previously mitigate (see Section 26.470.070.F), the mitigation requirements for affordable housing shall be phased at 15% beginning in 2017, and by 3% each year thereafter until 65% is reached, as follows:



Development Order applied for during calendar year -	Mitigation required (percent of employees generated by the existing space that has previously not mitigated)
2017	15%
2018	18%
2019	21%
2020	24%
2021	27%
2022	30%
2023	33%
2024	36%
2025	39%
2026	42%
2027	45%
2028	48%
2029	51%
2030	54%
2031	57%
2032	60%
2033	63%
2034	65%

4) Unless otherwise exempted in this chapter, when a change in use between development categories is proposed, the employee mitigation shall be based on the use the development is converting to. For instance, if a commercial space is being converted to lodge units, the mitigation shall be based on the requirements for lodge space, outlined in subsection 2, above. Conversely, if lodge units are being converted to commercial space, the mitigation shall be based on the requirements for commercial space, outlined in subsections 1 and 3, above.



- 5) For free-market residential development, affordable housing net livable area shall be provided in an amount equal to at least thirty percent (30%) of the additional free-market residential net livable area.
- 6) For essential public facility development, mitigation shall be determined based on Section 26.470.110.D.
- 7) For all affordable housing units that are being provided as mitigation pursuant to this chapter or for the creation of a Certificate of Affordable Housing Credit pursuant to Chapter 26.540, or for any other reason:
- The proposed units comply with the Guidelines of the Aspen/Pitkin County Housing Authority, as amended.
- b. Required affordable housing may be provided through a mix of methods outlined in this chapter, including newly built units, buy down units, certificates of affordable housing credit, or cash-in-lieu.
- c. Affordable housing that is in the form of newly built units or buy-down units shall be located on the same parcel as the proposed development or located off-site within the City limits. Units outside the City limits may be accepted as mitigation by the City Council, pursuant to Section 26.470.110.B. When off-site units within City limits are proposed, all requisite approvals shall be obtained prior to approval of the growth management application.
- d. Affordable housing mitigation in the form of a Certificate of Affordable Housing Credit, pursuant to Chapter 26.540, shall be extinguished pursuant to Section 26.540.120, Extinguishment and Re-Issuance of a Certificate, utilizing the calculations in Section 26.470.050.F, Employee/Square Footage Conversion.
- e. If the total mitigation requirement for a project is less than 0.1 FTEs, a cash-in-lieu payment may be made by right. If the total mitigation requirement for a project is 0.1 or more FTEs, a cash-in-lieu payment shall require City Council approval, pursuant to Section 26.470.110.C.
- f. Affordable housing units shall be approved pursuant to Paragraph 26.470.100.D, Affordable housing, and be restricted to a Category 4 rate as defined in the Aspen/Pitkin County Housing Authority Guidelines, as amended. An applicant may choose to provide mitigation units at a lower category designation.
- g. Each unit provided shall be designed such that the finished floor level of fifty percent (50%) or more of the unit's net livable area is at or above natural or finished grade, whichever is higher. This dimensional requirement may be varied through Special Review, Pursuant to Chapter 26.430
- 8) Affordable housing units that are being provided absent a requirement ("voluntary units") may be deed-restricted at any level of affordability, including residential occupied (RO).



Staff Finding: As stated above, the applicant has indicated that mitigation for both new homes will be provided at time of building permit, according to the codes in effect at the time of building permit. This is the standard process.

Because this application is the second subdivision of the former Vandemoer/Hill property that stretched from 8th street to Power Plant Road, the form of required mitigation for the corner lot is significantly higher than a standard townsite lot. This additional subdivision is perceived as new growth in the way that an unsubdivided lot is not.

Under the current code provisions, mitigation for the corner lot would be approximately as follows: 3,240 of allowed floor area x 30%= 972 square feet. To convert the 972 square feet into employees to be mitigated, divide by a standard number established as 400 square feet of livable area needed per full-time equivalent employee, so the required mitigation would be 2.43 FTEs. Typically, this mitigation would be provided through the property owner purchasing Affordable Housing credits from a developer who produced them. Affordable Housing credits are currently very scarce. To the extent that the owner could mitigate by cash-in-lieu, the payment pre-moratorium would be approximately 2.43 x \$302,879 (standard Category 4 cash-in-lieu rate per FTE) = \$735,995. A lot which does not require a Growth Management allocation, such as the Chalet lot, which will be considered to be the fathering parcel already assigned a development right, mitigation for 3,240 square feet of new development would result in a cash in lieu fee of approximately 0.52 FTEs with a mitigation value of \$157,012.

The applicant has asked to have the corner lot locked into the mitigation methodology for a lot that does not require a Growth Management allotment. This is a policy issue that Council must resolve in their negotiation with the applicant.



Exhibit C Major Subdivision Criteria Staff Findings

26.480.070. Major subdivisions.

The following subdivisions shall be approved, approved with conditions, or denied by the City Council, after receiving a recommendation from the Planning and Zoning Commission. Major subdivisions are subject to Section 26.480.030 – Procedures for Review, the standards and limitations of Section 26.480.040 – General Subdivision Review Standards, and the standards and limitations of each type of subdivision, described below. All subdivisions not defined as administrative or minor subdivisions shall be considered major subdivisions.

- **A.** Land Subdivision. The division or aggregation of land for the purpose of creating individual lots or parcels shall be approved, approved with conditions, or denied according to the following standards:
 - 1. The proposed subdivision complies with the requirements of Section 26.480.040 General Subdivision Review Standards.

Staff Finding: The General Subdivision Review Standards are addressed in the next section of this exhibit. **Staff finds this criterion is met.**

2. The proposed subdivision enables an efficient pattern of development that optimizes the use of the limited amount of land available for development.

Staff Finding: The proposal divides the subject parcel into two smaller lots that are consistent with the typical lot size of the surrounding neighborhood. **Staff finds this criterion is met.**

3. The proposed subdivision preserves important geologic features, mature vegetation, and structures or features of the site that have historic, cultural, visual, or ecological importance or contribute to the identity of the town.

Staff Finding: Large trees are preserved around the historic resource, which will be protected in perpetuity for the benefit of the community. **Staff finds this criterion is met.**

4. The proposed subdivision prohibits development on land unsuitable for development because of natural or man-made hazards affecting the property, including flooding, mudflow, debris flow, fault ruptures, landslides, rock or soil creep, rock falls, rock slides, mining activity including mine waste deposit, avalanche or snow slide areas, slopes in excess of 30%, and any other natural or man-made hazard or condition that could harm the health, safety, or welfare of the community. Affected areas may be accepted as suitable for development if adequate mitigation techniques acceptable to the City Engineer are proposed in compliance with Title 29 – Engineering Design Standards. Conceptual plans for



mitigation techniques may be accepted with specific design details and timing of implementation addressed through a Development Agreement pursuant to Chapter 26.490 – Approval Documents.

Staff Finding: The lot is relatively flat, and undeveloped. No mitigation of hazards is anticipated. **Staff finds this criterion is met.**

5. There has been accurate identification of engineering design and mitigation techniques necessary for development of the proposed subdivision to comply with the applicable requirements of Municipal Code Title 29 – Engineering Design Standards and the City of Aspen Urban Runoff Management Plan (URMP). The City Engineer may require specific designs, mitigation techniques, and implementation timelines be defined and documented within a Development Agreement.

Staff Finding: The density of the proposed development is typical of the surrounding neighborhood. No special mitigation efforts are anticipated beyond the standard stormwater requirements applied to all single family homes in Aspen. **Staff finds this criterion is met.**

The proposed subdivision shall upgrade public infrastructure and facilities necessary to serve the subdivision. Improvements shall be at the sole cost of the developer.

Staff Finding: Engineering has preliminary commented on upgrades needed for utilities on private property, but has not yet indicated public infrastructure improvements are required. **Staff finds this criterion is met.**

7. The proposed subdivision is exempt from or has been granted all growth management approvals pursuant to Chapter 26.470 – Growth Management Quota System, including compliance with all affordable housing requirements for new and replacement development as applicable.

Staff Finding: Growth Management review and findings are addressed as another exhibit to this packet. **Staff finds this criterion is met.**

8. The proposed subdivision meets the School Land Dedication requirements of Chapter 26.620 and any land proposed for dedication meets the criteria for land acceptance pursuant to said Chapter.

Staff Finding: The development proposed in the future on this property will be subject to impact fees, including Park Development fees and Transportation Demand Management fees. Only the historic resource and accessory building receive exemption from these assessments as a standing provision of the code. The City collects School Lands fees on behalf of the school district. The amount of payment required is related to the amount of new floor area developed and/or the value of the lot the development is occurring on. These calculations will occur at time of building permit. It is possible to



dedicate land to the School District instead of paying a cash-in-lieu fee but the applicant is not suggesting that option. **Staff finds this criterion is met.**

9. A Subdivision Plat shall be reviewed and recorded in the office of the Pitkin County Clerk and Recorder, pursuant to Chapter 26.490 – Approval Documents.

Staff Finding: A draft plat is provided in the application and will be finalized and recorded after the land use review is complete. **Staff finds this criterion will be met.**

10. A Development Agreement shall be reviewed and recorded in the office of the Pitkin County Clerk and Recorder, pursuant to Chapter 26.490 – Approval Documents.

Staff Finding: The proposal does not involve any unique obligations, responsibilities or improvements be committed for the benefit of the community, therefore a Development Agreement will not be required. **Staff finds this criterion is not applicable.**

26.480.040. General subdivision review standards.

All subdivisions shall be required to conform to the following general standards and limitations in addition to the specific standards applicable to each type of subdivision:

A. Guaranteed Access to a Public Way. All subdivided lots must have perpetual unobstructed legal vehicular access to a public way. A proposed subdivision shall not eliminate or obstruct legal vehicular access from a public way to an adjacent property. All streets in a Subdivision retained under private ownership shall be dedicated to public use to ensure adequate public and emergency access. Security/privacy gates across access points and driveways are prohibited.

Staff Finding: The two lots resulting from this subdivision will front Smuggler Street and/or 8th Street, as well as an alley, and will therefore maintain their existing access to public ways. **Staff finds this criterion is met.**

B. Alignment with Original Townsite Plat. The proposed lot lines shall approximate, to the extent practical, the platting of the Original Aspen Townsite, and additions thereto, as applicable to the subject land. Minor deviations from the original platting lines to accommodate significant features of the site may be approved.

Staff Finding: The two new lots are orthogonal and divided north/south, following the pattern of the neighborhood. **Staff finds this criterion is met.**

C. Zoning Conformance. All new lots shall conform to the requirements of the zone district in which the property is situated, including variations and variances approved pursuant to this Title. A single lot shall not be located in more than one zone district unless



unique circumstances dictate. A rezoning application may be considered concurrently with subdivision review.

Staff Finding: The zoning for the newly created lots will remain as is; R-6 Medium Density Residential. **Staff finds this criterion is met.**

D. Existing Structures, Uses, and Non-Conformities. A subdivision shall not create or increase the non-conformity of a use, structure or parcel. A rezoning application or other mechanism to correct the non-conforming nature of a use, structure, or parcel may be considered concurrently.

In the case where an existing structure or use occupies a site eligible for subdivision, the structure need not be demolished and the use need not be discontinued prior to application for subdivision.

If approval of a subdivision creates a non-conforming structure or use, including a structure spanning a parcel boundary, such structure or use may continue until recordation of the subdivision plat. Alternatively, the City may accept certain assurance that the non-conformities will be remedied after recordation of the subdivision plat. Such assurances shall be reflected in a development agreement or other legal mechanism acceptable to the City Attorney and may be time-bound or secured with a financial surety.

Staff Finding: The proposal includes moving a small existing structure to a new location that requires a setback variation. Setback variations are also required to accept the areas identified for future construction of new homes on each of the subdivision's lots. The merits of these variations will be addressed as part of the landmark designation review, and if approved, the conditions will not be considered to be non-conformities.



Exhibit D Transferable Development Rights Criteria Staff Findings

Section 26.535.070

A historic TDR certificate may be established by the Mayor if the City Council, pursuant to adoption of an ordinance, finds all the following standards met:

A. The sending site is a historic landmark on which the development of a single-family or duplex residence is a permitted use, pursuant to Chapter 26.710, Zone Districts. Properties on which such development is a conditional use shall not be eligible.

Staff Findings: 949 W. Smuggler is proposed to be a designated a historic landmark and will therefore become an eligible sending site that can establish and sever transferable development rights (TDRs). Single-family and duplex residential are permitted uses in the R-6 zone district where this property is located.

B. It is demonstrated that the sending site has permitted unbuilt development rights, for either a single-family or duplex home, equaling or exceeding two hundred and fifty (250) square feet of floor area multiplied by the number of historic TDR certificates requested.

Staff Findings: One TDR is proposed to be removed from Parcel B, the corner site, which is currently vacant. Conditions of approval in the Council ordinance for this project will clarify the floor area that remains to be built on the site after the TDR is severed.

C. It is demonstrated that the establishment of TDR certificates will not create a nonconformity. In cases where a nonconformity already exists, the action shall not increase the specific nonconformity.

Staff Findings: The creation of the proposed TDR will not create or increase a nonconformity.

D. The analysis of unbuilt development right shall only include the actual built development, any approved development order, the allowable development right prescribed by zoning for a single-family or duplex residence, and shall not include the potential of the sending site to gain floor area bonuses, exemptions or similar potential development incentives. Properties in the MU Zone District which do not currently contain a single-family home or duplex established prior to the adoption of Ordinance #7, Series of 2005, shall be permitted to base the calculation of TDRs on 100% of the allowable floor area on an equivalent-sized lot in the R-6 zone district. This is only for the purpose of creating TDRs and does not permit the on-site development of 100% of the allowable floor area on an equivalent-sized lot in the R-6 zone district. If the additional 20% of allowable floor area exceeds 500 square feet, the applicant may not request a floor area bonus from HPC at any time in the future.



Any development order to develop floor area, beyond that remaining legally connected to the property after establishment of TDR Certificates, shall be considered null and void.

Staff Findings: The applicant's original proposal was to not designate the corner lot as a landmark and to offer it for sale as a single-family home site. The allowable floor area for the 8,000 square foot lot would be 3,520 sf. The applicant requested approval for one 250 square foot of floor area TDR as an AspenModern designation benefit and then planned to forgo 30 square feet of floor area to leave the lot with 3,240 square feet for a new home. This is what would be allowed for a lot 2,000 square feet smaller; meaning a 6,000 square foot lot which is the common module in the West End. Staff supports this proposal and the applicant's sensitivity to building scale adjacent to the resource.

Since the original proposal, the applicant is now amenable to designation of the corner lot, recognizing that this is necessary to receive TDR and setback benefits there, and also recognizing HPC's strong interest in having a design review role on this site. As a landmarked lot, the corner would technically be eligible for a duplex of 3,920 square feet. Staff does not support amending the development proposal to allow this option and recommends a condition that the property is limited to single family development unless amended by City Council.

E. The proposed deed restriction permanently restricts the maximum development of the property (the sending site) to an allowable floor area not exceeding the allowance for a single-family or duplex residence minus two hundred and fifty (250) square feet of floor area multiplied by the number of historic TDR certificates established.

For properties with multiple or unlimited floor areas for certain types of allowed uses, the maximum development of the property, independent of the established property use, shall be the floor area of a single-family or duplex residence (whichever is permitted) minus two hundred fifty (250) square feet of floor area multiplies by the number of historic TDR certificates established.

The deed restriction shall not stipulate an absolute floor area, but shall stipulate a square footage reduction from the allowable floor area for a single-family or duplex residence, as may be amended from time to time. The sending site shall remain eligible for certain floor area incentives and/or exemptions as may be authorized by the City Land Use Code, as may be amended from time to time. The form of the deed restriction shall be acceptable to the City Attorney.

Staff Findings: At the time of issuing a TDR certificate, the applicant will be required to file a deed restriction that will permanently reduce the allowable floor area on the corner lot by 250 sf. The applicant may obtain a template for the deed restriction from staff when needed. All documents shall be reviewed by the City Attorney prior to execution.



F. A real estate closing has been scheduled at which, upon satisfaction of all relevant requirements, the City shall execute and deliver the applicable number of historic TDR certificates to the sending site property owner and that property owner shall execute and deliver a deed restriction lessening the available development right of the subject property together with the appropriate fee for recording the deed restriction with the County Clerk and Recorder's office.

Staff Findings: This is a mandatory process that the applicant must pursue.

G. It shall be the responsibility of the sending site property owner to provide building plans and a zoning analysis of the sending site to the satisfaction of the Community Development Director. Certain review fees may be required for the confirmation of built floor area.

Staff Findings: The applicant will likely create and sell or retain the TDR prior to selling the corner lot. The plat will be labeled to indicate that no more than 3,240 square feet of floor area will be allowed to be built on that parcel, to be calculated at the time that a building permit is submitted.

H. The sale, assignment, conveyance or other transfer or change in ownership of transferable development rights certificates shall be recorded in the real estate records of the Pitkin County Clerk and Recorder and must be reported by the grantor to the City of Aspen Community Development Department within five (5) days of such transfer. The report of such transfer shall disclose the certificate number, the grantor, the grantee and the total value of the consideration paid for the certificate. Failure to timely or accurately report such transfer shall not render the transferable development right certificate void.

Staff Findings: This is a mandatory process that the applicant must pursue.

I. TDR certificates may be issued at the pace preferred by the property owner.

Staff Findings: N/A

J. City Council may find that the creation of TDRs is not the best preservation solution for the affected historic resource and deny the application to create TDRs. HPC shall provide Council with a recommendation.

Staff Findings: Staff and HPC recommend in favor of establishing one TDR with this application. HPC is a recommending body and City Council is the final authority for granting a TDR request.

HAAS LAND PLANNING, LLC

420 E. Main Street, Suite 220 - Aspen, CO 81611 - (970) 309-2773 - mitch@hlpaspen.com

March 18, 2022

Aspen Historic Preservation Commission and City Council c/o Aspen Community Development Department 427 Rio Grande Place Aspen, CO 81611

Dear HPC, City Council and Staff:

Please accept this application for voluntary AspenModern (hereinafter "AM") historic designation. As part of the AM negotiation, the following approvals are requested in this application: Combined Conceptual and Final Major Development Review, Demolition, Setback Variations, Historic Benefits, Major Subdivision, and Growth Management.

Introduction:

As detailed in "The Proposal" section below, this application volunteers Landmark Designation for proposed Parcel A of the "Vandemoer Lot 2 Subdivision," including the existing home and "chicken coop" outbuilding at 949 West Smuggler Street, and assurances of historic preservation in exchange for the granting of approvals and incentives available through AM negotiation.

AM is a program adopted by the City of Aspen to address, through negotiation of incentives for designation, the negative impacts that the loss of landmark eligible buildings would have on the health, peace, safety, and general well-being of the residents and visitors of Aspen, and the diminishment of Aspen's unique architectural character, livability, and attractiveness as a destination. Inherent in this negotiation process is a clear recognition by the City that incentives and benefits beyond the typical scope of the Land Use Code must be offered and conferred upon many property owners who would otherwise forego landmark designation in favor of demolition and replacement absent the restrictions and processes that come with historic designation. In other words, the willingness to accept not only permanent landmark designation but also the perpetual preservation and protection through the oversight of the HPC of a landmark property and the structure(s) located thereon are the benefits the City receives while the benefits to be conferred upon the applicant in exchange is what gets negotiated.

This application is submitted by Chris Vandemoer of Vandemoer Family, Inc. (hereinafter the "Applicant"), pursuant to Sections 26.415.025(c) and 26.415.030(c) of the Aspen Land Use Code (the Code). Given the codified terms and provisions of the AM program, those are the only directly applicable Sections of the Code. Since the AM program is a negotiated approval process through which preservation benefits and incentives beyond those identified in the

Code are available to an applicant, the applicable sections and provisions of the Code take on a flexibility that does not exist with other types of applications. The normally applicable Code Sections include: 26.304, Common Development Review Procedures, including 26.304.060(B)(1), Combined Reviews; 26.410, Residential Design Standards; 26.415.025(C), Identification of Historic Properties; 26.415.030, Designation of Historic Properties; 26.415.070, Development Involving Designated Historic Properties; 26.415.080, Demolition of Historic Properties; 26.415.110, Benefits; 26.470, Growth Management; 26.480, Subdivision; and 26.710.040, Medium-Density Residential (R-6) Zone District.

For the reviewer's convenience, all pertinent supporting documents relating to the project are provided in the various exhibits to the application, as follows:

- Exhibit 1: Land Use Application, Dimensional Requirements, Homeowners Association Compliance, Fee Agreement, and Chalet Historic Integrity Scoring Forms.
- Exhibit 2: Full Plans Set, including: Existing Lot Split Plat; Improvement Survey; Proposed Subdivision Plat; Grading, Drainage and Underground Piping Plan; Existing and Proposed Site Plans; Site Coverage Diagrams; Existing and Proposed Floor Area Plans and Calculations; Existing and Proposed Floor Plans; Existing and Proposed Elevations; Site Context Photos and Elevations; Proposed Exterior Lighting Plan; and Models/Renderings
- Exhibit 3: Pre-Application Conference Summary prepared by Amy Simon.
- Exhibit 4: Review Requirements/Code Standards and Responses.
- Exhibit 5: Previous Approvals (Ordinance No. 02-2020, Vandemoer Hill Lot Split Plat, and Notice of Exemption and Authorization to Apply During term of Moratorium).
- Exhibit 6: Proof of the Applicant's Ownership and Authority.
- Exhibit 7: 90-Day Negotiation Understanding Letter from Applicant.
- Exhibit 8: Vicinity Map.
- Exhibit 9: Authorization for Haas Land Planning, LLC and 1 Friday Design Collaborative to represent the Applicant.
- Exhibit 10: Mailing addresses of record for all property owners located within 300-feet of the subject property.

In addition, with the architectural plans and renderings prepared by Derek M. Skalko of 1 Friday Design Collaborative, a proposed "Final Subdivision Plat of The Vandemoer Lot 2 Subdivision" is included as part of Exhibit 2.

While the Applicant has attempted to address all relevant provisions of the Code, and to provide sufficient information to enable a thorough evaluation of the application, questions may arise which require further information and/or clarification. Upon request, Haas Land Planning, LLC and 1 Friday Design Collaborative will provide such additional information.

Background/History:

Back in the 1940s, just after the end of World War II, Herbert Robbins (H.R.) Vandemoer and his son Herbert (Herb) Vandemoer came to Aspen to purchase and develop land. The father and son built a 3-bed/2-bath home with an accompanying garage and "little house" on West Smuggler Street to welcome generations of their families into for decades to come.

H.R. would bring the entire family to the home on weekends, over holidays, and for various getaways throughout the years. Herb eventually had children of his own: Cory, Craig and Chris. They were raised between farming in Northeast Colorado and enjoying the nature in Aspen, hiking and camping throughout the area, climbing many of its notorious peaks, fishing every creek for fresh trout, and riding the area's first chairlifts. They experienced Aspen's development into a World Class ski resort and tourist destination.

Chris is now 65 years old and has spent every single Christmas holiday in Aspen, except in 2016 when his father (Herb) passed. The same is true of his daughters, Isabel and Phoebe, Herb's only two grandchildren and the fourth generation of Vandemoer's to cherish this property. Herb adored his grandchildren. Any day skiing with them was "the best day ever," and we know if he was here today, he would be right by Chris's side applying for the preservation of the Vandemoer's Aspen home.

Keeping and maintaining the property has not been easy. Increases in property value and the growing resort and tourism economies brought tax burdens and the pressure to sell. This led to the family selling a portion of the property on the north side of Smuggler Street many years back. That helped to lighten the pressures for some time, but not permanently.

The latest challenge was the internal pressure from the secondary family members to sell. That pressure grew to an uncomfortable degree that divided the family and evolved into an emotional and strenuous legal battle, eventually ending in an arbitration agreement that resulted in the land's current state: Lots 1 and 2 of the Vandemoer Hill Lot Split.

The Vandemoer's gave the Hill's the 39,129 square foot Lot 1 and kept only the 18,000 square foot Lot 2, even though the Vandemoer's owned the majority stake. The Hill's have since sold their lot and received the windfall they desired.

With only one modest cabin and three families (Chris and his two siblings) left owning the 18,000 square foot property, Chris's siblings recognized that ownership of the property should lie with Chris. Having the only Vandemoer grandchildren, Chris had too strong of an emotional connection to the property and Aspen itself to walk away from both, despite the large windfall he would have gained by selling.

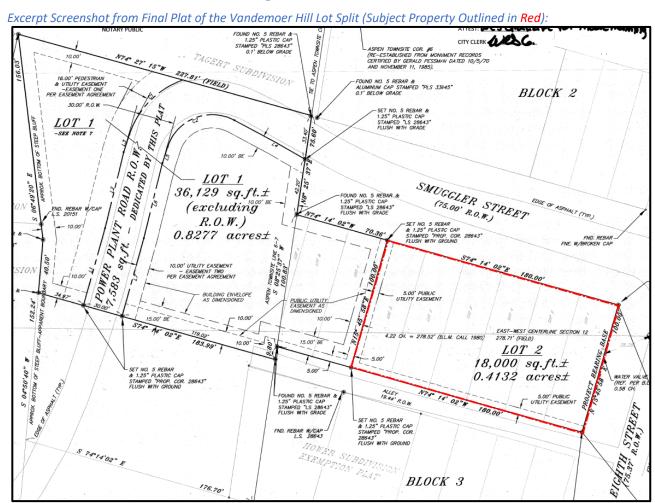
Chris committed to undertake the huge financial burden that was necessary to pay his siblings fair market value to keep this legacy property in his family. However, Chris now finds himself in the same stressful position as his predecessors and needing to find a way to afford the property, preferably while preserving the historic significance of the home and

outbuilding --- thus, this Aspen Modern application. If this application is not successful, reality may force Chris to sell the property to the highest bidder, who is not likely to keep the historic 75-year-old structures that his father built.

Chris wants dearly to keep this property in his family for his daughters to have and cherish the way he has for 65 years. He also wants to keep his family legacy alive as a part of the Aspen community. It is hard to fathom just how deep the emotional ties are to the property the family has known and loved for their entire lives. It is the place of their dearest childhood and family memories, and a place for future memories and "best days ever" to be created. The home serves as a humble reminder of simpler times in Aspen, Colorado for visitors and residents alike.

Existing Conditions:

The subject property was recently created through a 2020 minor subdivision for a lot split that divided the original larger parcel into two. The property is a rectangular-shaped 18,000 square foot lot (180′ x 100′) in the R-6 Zone District. It is legally described as Lot 2, Vandemoer Hill Lot Split according to the final plat thereof recorded November 6, 2020, in Plat Book 129 at Page 11, and it includes Lots D-I of Block 3, City and Townsite of Aspen (see Exhibit 5). Lot 1 is a vacant parcel under separate ownership and is not part of this application. A Vicinity Map showing the property's general location relative to the surrounding area is attached to this application as Exhibit 7. Existing conditions are also summarized on the Dimensional Requirements Form included with Exhibit 1.



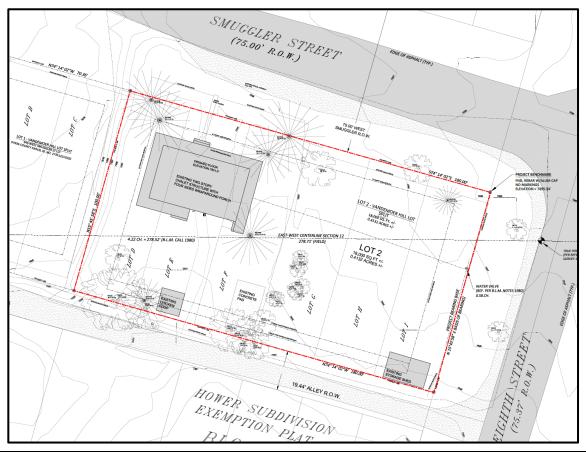
Modern architecture made its first appearance in Aspen after World War II. The period of historic significance for modernist buildings in Aspen is between 1945 and approximately 1975. according to the City's published Aspen Modern National Trust for Historic Preservation booklet, "The Swiss-style is a favorite, with a range of homes tucked into neighborhoods like little Alpine cabins. Yet, this traditional look (such as the 1946 single-family chalet

at 949 West Smuggler Street, possibly Aspen's oldest example of this style) mixes easily with the more contemporary versions, referred to locally as 'Modern Chalets'."

Furthermore, per the City of Aspen's website (http://www.aspenmod.com/places/949-w-smuggler/), the home at 949 West Smuggler Street "is a highly decorative, classic example of the Chalet style, and was likely the first example built in town, just as the first chairlift was opening on Aspen Mountain. The house appears to be as originally designed. Built for a family from the Denver area, it is an example of an early ski vacation home in Aspen." The home is considered representative of the period of ski industry development in Aspen and, having never changed hands, remains under the ownership of the Vandemoer family, its original developers.

Completely intact and unaltered, with an historic integrity score of 19 points (out of a possible 19 points), the home has often been referred to by City historic preservation staff and commissioners as the single "most important property" on the AM list of potentially historic structures. This application offers the chance to have this one-of-a-kind, important historic treasure forever preserved and protected against intentional loss, inappropriate alteration, or redevelopment.

In addition to the original chalet-style home built circa 1946, the lot also contains an historic "chicken coop" outbuilding as well as a storage shed. The screenshots pasted below depict an existing conditions site plan, as well as photos of the existing structures.



While the actual dates of the black-and-white photos below remain unknown, they are believed to be from shortly after the home was built in 1946. As can be seen in the more recent, color photo of the house (farther below), the same architectural form and detailing remains. It is also interesting to note that the same plantings remain, although the trees flanking the corners of the house have grown from maybe 8-feet tall in the black-and-white photo to more like 60-80 feet tall today. A pair of current photos of the associated "chicken coop" outbuilding are provided below as well, including a close-up of the original "HERBERT VANDEMOER" weathervane.











As mentioned above, the current configuration of the subject property is the result of Ordinance No. 2 (Series of 2020) (hereinafter the "Ordinance") and the associated Final Plat (see Exhibit 5). The Ordinance did not historically designate the property or put any restrictions of note on it. Instead, any future development on Lot 2 is merely subject to the requirements of the R-6 zone district in place at such time as a development or redevelopment application is submitted (which time is now).

Due to setbacks resulting from the Lot Split, the two outbuildings (shed structures) are noted in the Ordinance as being subject to the Non-Conformities regulations in Land Use Code Section 26.312. Furthermore, the Ordinance provides that Lot 2 "shall not be further subdivided through the Minor Subdivision – Lot Split process." As such, this application does not seek a Minor Subdivision or Lot Split but instead requests Major Subdivision approval through the AM process to divide Lot 2 into Parcels A and B.

Under current Code and zoning, as an existing 18,000 square foot lot in the R-6 zone district, the subject property can be developed with two (2) detached single-family homes or a duplex using a combined 4,590 square feet of floor area (or roughly 9,000 square feet of gross area, including basements). The existing structures can be demolished and lost forever, there is no historic designation, and the redevelopment would not be subject to HPC purview. For the Applicant to willingly forego the relative ease and value of the status quo by landmarking the historic structures, this baseline development potential will need to be significantly improved.

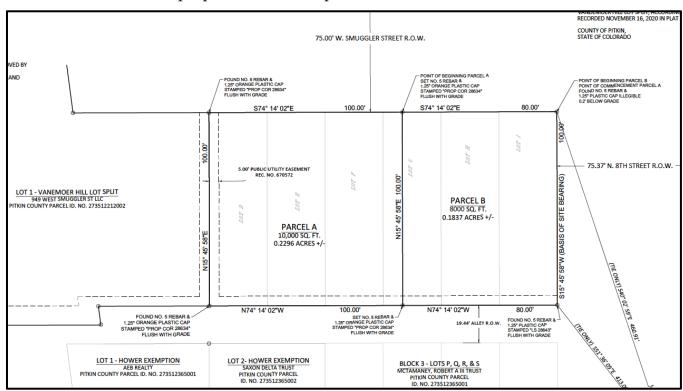
<u>The Proposal:</u> (proposed incentives/benefits are indicated in purple font)

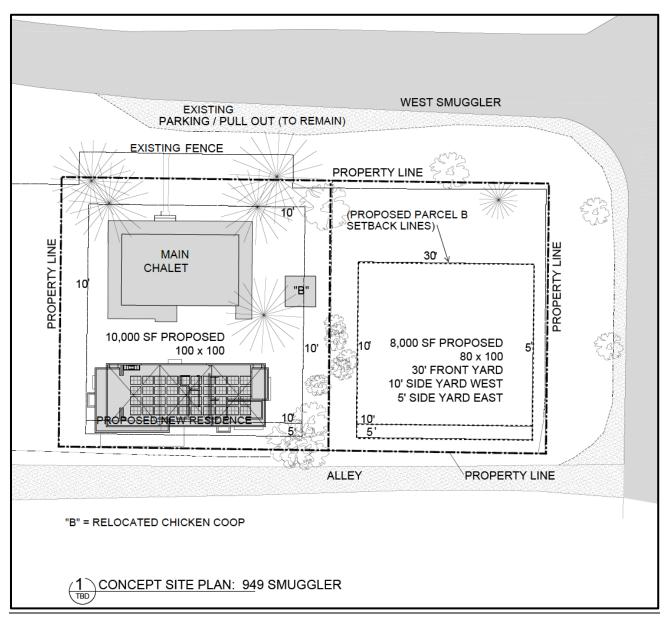
The applicant intends to subdivide the property into two lots, as follows:

- (A) Parcel A (also referred to herein as the "Chalet Lot" or "Historic Lot") to be a 10,000 square foot, historically designated lot (100' x 100') and contain the historic chalet and relocated chicken coop (Outbuilding "B"), as well as a new detached single-family residence along the alley frontage; and
- (B) Parcel B (also referred to herein as the "Vacant Lot") to be a vacant 8,000 square foot lot (80' x 100') that will be given a residential growth management allotment but will not be designated or otherwise subject to HPC purview for future development of a single-family home. The existing storage building (Outbuilding "A") will be demolished.

The Applicant seeks approval to maintain the existing fence and parking pull-out area within the West Smuggler Street right-of-way, as these have existed since the 1940s. The principal historic chalet structure will be unaltered, and the large, mature evergreen trees marking its three main corners will be maintained as well. Relocating the circa 1940s fence to match the West Smuggler Street property line is not feasible or desirable as it would necessitate impacts to the historically significant trees.

The reduced-size diagrams provided below depict the proposed layout of the lots and structures as well as the proposed setback requirements.





It is proposed that the standard 10-foot front setback on the Vacant Lot be *increased* three-fold to 30-feet for above-grade improvements to assure maximum visibility of the historic structures from West Smuggler Street and its North 8th Street intersection (utilities and subgrade improvements would continue to be subject to the standard 10-foot front yard setback requirement). To accommodate this, it is also proposed that the east side yard setback for this 8,000 square foot lot be 5-feet, as required (adjacent to the nearly 30-feet of unoccupied right-of-way between the property line and the N. 8th Street roadway), and that the combined side yard setback requirement be waived or established at 15-feet (a 10-foot variation from the 25-foot requirement). The proposed side yard setbacks and the 5-foot/10-foot rear yard setback are consistent with the underlying R-6 zoning. If preferable to the City, the Applicant is amenable to establishing these setbacks as a formal "building envelope" to be delineated on the Final Subdivision Plat.

The proposed Vacant Lot, being 8,000 square feet in the R-6 zone district, would normally allow 3,520 square feet of Floor Area for a single-family residence. However, in another proactive effort to ensure sensitivity to the important historic resources on the Chalet Lot, the Applicant is volunteering that the Vacant Lot be limited to just 3,240 square feet of floor area, or the same floor area allowed for a lot of only 6,000 square feet. With this 280 square foot reduction, the Applicant is requesting one (1) 250 square foot historic TDR that can be sold for use on a different, eligible receiver site within the City. Except for the combined side yard setback variation discussed above, all other dimensional requirements of the R-6 zoning, as may be amended, would continue to govern development on the Vacant Lot. Such development will also remain subject to all other applicable codes, including but not necessarily limited to the Residential Design Standards (RDS).

These "benefits" related to the vacant lot are proposed in the context of the AM negotiation for the landmark designation of the chalet lot and its unique historic resources even though the vacant lot will not itself be historically designated. Given that the RDS will continue to apply and the minimum front yard setback for above grade structures will be established at three times the normal requirement, it is felt that the primary concerns of an HPC review of the eventual development on the vacant lot are proactively addressed since visibility of the historic resources and the inability for new development to overwhelm them in any meaning manner will already be guaranteed.

The Chalet Lot and its proposed development is consistent in virtually all respects with the underlying R-6 zone district dimensional requirements, including its limitations on floor area (see form included with Exhibit 1). The Applicant is *not* requesting a Floor Area Bonus from the HPC. As indicated and calculated on the attached plans, the existing chalet residence includes 1,888.44 square feet of Floor Area (including subgrade and decks), and the chicken coop (Outbuilding "B") to be maintained has a Floor Area of 127.5 square feet. The current Land Use Code and R-6 zoning allow the proposed 10,000 square foot Chalet Lot two detached residential dwellings with a combined Floor Area of 4,140 square feet. After deducting the Floor Area of the two historic structures to be maintained, there is 2,124.06 square feet of Floor Area available for use in the new residence (4140 – [1888.44 + 127.5]). Calculated pursuant to current Code, the proposed additional residence has a measured Floor Area of only 2,108.39 square feet. As such, the total proposed Floor Area to be located on the Chalet Lot is 4,124.33 square feet, or 15.67 square feet less than the 4,140 square feet of Floor Area the zoning allows.

The only Chalet Lot variations requested from the zoning involve (1) the relocated chicken coop having a five-foot east side yard setback where ten-feet would otherwise be required; (2) a five-foot rear yard setback variation to allow a lightwell that exceeds minimum size; and (3) five-foot rear setback for spaces that will not be used solely as garage, including both the new residence's below grade mechanical and laundry rooms under the garage (within the same foundation) and a deck area on top of the garage. The zoning allows a 5-foot rear yard setback for that portion of the principal structure used solely as a garage but otherwise requires a 10-foot rear yard setback; the applicant merely seeks to utilize the spaces above

and below those first five feet of garage. All above-grade massing and scale conditions for the proposed alley residence comply with R-6 dimensional requirements.

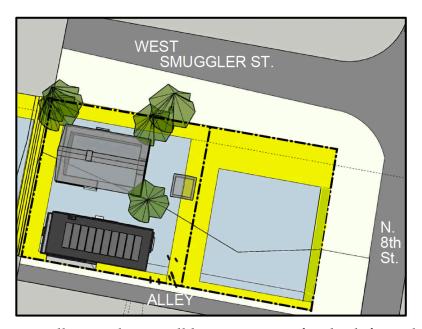
It is further requested that the AM negotiation include approval for all proposed aspects of development on the Chalet Lot, as depicted on the accompanying plans set, including Conceptual and Final Major Development and Residential Design Standards review. Similarly, the AM approval would include Major Subdivision, Growth Management, and acceptance of the proposed on-site parking for the Chalet Lot (one space pre residence, plus maintenance of the historic parking in the Smuggler Street right-of-way).

While this AM negotiation application seeks major subdivision approval, it is requested that both resulting lots be permitted to mitigate for affordable housing in accordance with and pursuant to the Codes in effect for the development of preexisting parcels or lots created through a Lot Split process, as such code provisions may exist at the time of building permit applications.

It is the Applicant's intention to keep the Chalet Lot, including its two historic structures and the new residence they will build thereon. It is unlikely but possible that the new residence at the rear of the Chalet Lot could be developed in advance of the Vacant Lot being sold to a third party. The developing of this new residence at the rear of the Chalet Lot will trigger a requirement for payment of an affordable housing mitigation fee. Even though the Vandemoer family does not permanently reside within Aspen, but in recognition of the family having owned the subject property for more than 75 years, it is requested that full payment of the required affordable housing mitigation associated with the new residence on the Chalet Lot be deferred until at least one month following the Vacant Lot being sold to a party unassociated with the Vandemoer family. If the Vacant Lot is sold prior to building permit for the new alley residence on the Chalet Lot, then full payment of the applicable mitigation fee will be made at the time of its permit issuance.

Finally, once the negotiated approvals are granted, the historic designation will take immediate and perpetual effect. However, the Applicant does not have the financial wherewithal to immediately develop the new residence at the rear of the Chalet Lot and seeks a reasonable time cushion to be able to realize this plan. Consequently, the Applicant requests a 10-year period of vested property rights with the approvals granted pursuant to this AM application. With this, it is recognized that fees due for mitigation requirements for development on a preexisting parcel or lot created through a Lot Split would be based on the Codes in affect at the time the fee is incurred (i.e., at the time of building permit application), that the vested rights would not protect against newly adopted or amended rules of general applicability (i.e., fire, energy, electrical codes, etc.), and that any duly adopted short-term rental restrictions would apply to the resulting properties.

Please refer to the submitted plan sets for details and renderings of the proposed designs. The proposal envisions maintaining the historic buildings intact and without alteration other than the chicken coop's relocation, and there are no plans for development of the vacant lot.



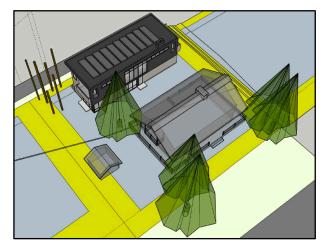
As proposed, the new alley residence will be set some 68-feet back from the front property line on a lot that is only 100′ deep. With its 5-foot rear yard setback, this means the new residence is only a modest 27-feet deep at its largest point from front to back. For sake of comparison, consider that the chalet structure, including roof overhangs, is 35′-8″ deep from front to back. In addition, the historic chalet structure and the new alley residence will be a very generous 23′-10″ apart (wall-to-wall) in a zone district that requires only 5-feet between detached structures. These ample distances, combined with the preservation of the extremely large evergreen trees, ensure that the proposed alley residence's 25-foot maximum height (including rooftop solar panels) will achieve a sympathetic and subservient relationship with the historic assets.

The compact design of the new residence is simply in form, scale, and massing. Combined with the separation distances described above, the simple and clean form of the proposed design serves to ensure that the new structure will not visually compete with or in any way overwhelm the historic resources. It also ensures that the old and new will be clearly and easily differentiated such that nobody will confuse the two.









The layout of the proposal has been very carefully considered to guarantee the design of the new residence is sympathetic and subservient to the historic resource while maintaining the prominence of the chalet and associated trees from West Smuggler and 8th Streets. The chalet's iconic north and east facades, including the second-floor deck facing 8th Street, will forever remain highly visible and unobstructed, especially given the proposed building envelope/setbacks on the Vacant Lot.

Pursuant to Code Section 26.415.025(C)(1), the submittal of this application initiates a negotiation period of up to ninety (90) days, which may be extended an additional thirty days upon resolution adopted by City Council, or longer if mutually acceptable to both Council and the Applicant. The City Council or the Applicant may choose to terminate the negotiations at any time.

The goal of the negotiation period is to reach a *mutually acceptable agreement* for the landmark designation of the property. As part of the mutually acceptable agreement, the City Council may, at its sole discretion, approve any land use entitlements or fee waiver permitted by the Municipal Code and may award any approval that is normally assigned to another Board or Commission, including variations. Inherent in this negotiation process is a clear recognition by the City that incentives and benefits beyond the typical scope of the Land Use Code must be offered and conferred upon many property owners who would otherwise forego landmark designation in favor of demolition and replacement absent the restrictions and processes that come with such designation.

Council's charge includes seeking compatibility with the neighborhood surrounding the subject property and weighing the benefits considering whether the property is identified as a "good, better, or best" example of Aspen's 20th century history. It is felt that the proposal is wholly compatible with the surrounding neighborhood. In addition, the requested incentives are fully appropriate and warranted in exchange for guaranteeing the perpetual preservation of a substantial community benefit and valuable community asset by landmark designating Aspen oldest remaining example of a chalet residence and associated outbuilding. These irreplaceable, "best" rated resources have remained under the ownership of the original family who built them, and their historic integrity assessment achieves a perfect score. It is earnestly hoped that demolition and redevelopment will be averted in

favor of the requested benefits and incentives allowing the subject property to be protected and preserved through its addition to the Aspen Inventory of Historic Landmark Sites and Structures.

Review Requirements

This application is submitted pursuant to Sections 26.415.025(c) and 26.415.030(c) of the Aspen Land Use Code (the Code). Given the codified terms and provisions of the AM program, those are the only directly applicable Sections of the Code.

Since the AM program is a negotiated approval process through which preservation benefits and incentives beyond those identified in the Code are available to an applicant, the applicable sections and provisions of the Code take on a flexibility that does not exist with other types of applications.

Direct compliance with the normally or otherwise applicable review criteria of the Code is not necessarily required. Nevertheless, those normally applicable Code Sections include: 26.304, Common Development Review Procedures, including 26.304.060(B)(1), Combined Reviews; 26.410, Residential Design Standards; 26.415.025(C), Identification of Historic Properties; 26.415.030, Designation of Historic Properties; 26.415.070, Development Involving Designated Historic Properties; 26.415.080, Demolition of Historic Properties; 26.415.110, Benefits; 26.470, Growth Management; 26.480, Subdivision; and 26.710.040, Medium-Density Residential (R-6) Zone District.

These Code provisions are addressed in the various portions of Exhibit 4, attached hereto, as well as in the Dimensional Requirements Forms attached as part of Exhibit 1.

Summary

It is the Applicant's desire to see the iconic historic chalet and associated outbuilding at 949 West Smuggler Street preserved in perpetuity via historic landmark designation under the AspenModern program. In exchange for this perpetual preservation guarantee, the Applicant seeks benefits that are warranted, necessary and/or enumerated in the Code as appropriate for designated landmarks. As stated in Code Section 26.415.110,

Benefits to encourage good historic preservation practices by owners of historic properties are an important aspect of Aspen's historic preservation program. Historic resources are a valuable community asset and their continued protection is the basic premise supporting the creation of an innovative package of preservation tools that are unlike any other in the country.

AspenModern was adopted to address, through negotiation of incentives for designation beyond the scope of the codified regulations, the negative impacts that the loss of landmark eligible buildings would have on the health, peace, safety, and general well-being of the residents and visitors of Aspen, and the diminishment of Aspen's unique architectural character, livability, and attractiveness as a destination. The Applicant is offering assurances for the perpetual preservation of Aspen's oldest residential chalet in association with certain

land use entitlements. The proposal outlined herein is fully worthy of City and community support.

With a Code stating that, to be worthy of preservation incentives and to evaluate the equitability of such incentives, an AspenModern property must be rated on a "good, better or best" scale with regard to its contribution to and significance in Aspen's 20th century history, it seems more than clear --- and actually obvious --- that the subject property should be rated as the single "best" of all historic residential chalet properties in Aspen. It is, therefore, felt that the requested incentives are not only reasonable but fully appropriate and warranted in an equitable exchange for providing the substantial community benefits described hereinabove and a valuable community asset by landmark designating a property that embodies the earliest days of Aspen's development as an international ski resort.

It is hoped that the requested approvals will be granted, and the property will be forever protected through its addition to the Aspen Inventory of Historic Landmark Sites and Structures. If I can be of further assistance in any way, or if you should have any questions, please do not hesitate to contact me. I can be reached at (970) 309-2773 or by email to mitch@hlpaspen.com.

Yours truly,

Haas Land Planning, LLC

Mitch Haas Owner/President

Exhibits:

- **1:** Land Use Application, Dimensional Requirements, Homeowners Association Compliance, Fee Agreement, and Chalet Historic Integrity Scoring Forms
- 2: Full Plans Set, including: Existing Lot Split Plat; Improvement Survey; Proposed Subdivision Plat; Grading, Drainage and Underground Piping Plan; Existing and Proposed Site Plans; Site Coverage Diagrams; Existing and Proposed Floor Area Plans and Calculations; Existing and Proposed Floor Plans; Existing and Proposed Elevations; Site Context Photos and Elevations; Proposed Exterior Lighting Plan; and Models/Renderings
- **3:** Pre-Application Conference Summary prepared by Amy Simon
- 4: Review Requirements/Code Standards and Responses
- 5: Previous Approvals (Ordinance No. 02-2020, Vandemoer Hill Lot Split Plat, and Notice of Exemption and Authorization to Apply During term of Moratorium)
- **6:** Proof of the Applicant's Ownership and Authority
- 7: 90-Day Negotiation Understanding Letter from Applicant
- **8:** Vicinity Map

- **9:** Authorization for Haas Land Planning, LLC and 1 Friday Design Collaborative to represent the Applicant;
- **10:** Mailing addresses of record for all property owners located within 300-feet of the subject property

CITY OF ASPEN COMMUNITY DEVELOPMENT DEPARTMEN

EXHIBIT 1

LAND USE APPLICATION

Project Name and Address: 949 WEST SMUGGLER AS	SPENMODERN APPLICATION
Parcel ID #(REQUIRED) 2735-122-12-003	
Parcel ID # (REQUIRED)	
APPLICANT:	
Name: VANDEMOER FAMILY, INC. (CHRIS VAN	NDEMOER)
PO BOX 668, STERLING, CO	80751
Phone #: (970) 580-5801email: CVANDEMOEF	R@OUTLOOK.COM
REPRESENTIVATIVE:	
Name: MITCH HAAS - HAAS LAND PLANNING, LLC	3
Address: 420 E. MAIN ST., STE. 220, ASI	PEN, CO 81611
Phone#: (970) 309-2773email: MITCH@HI	_PASPEN.COM
Description: Existing and Proposed Conditions	
	a a
AspenModern 90-Day Negotiation to subdivide an 18, The 10,000sf lot would be landmark designated and residence to be built along the alley. The 8,000sf lot AspenModern incentives/benefits are proposed and	would remain vacant and non-historic. Various
Review: Administrative or Board Review	
See application text: (Administrative/HPC/City Counc	cil)
Required Land Use Review(s):	
See application text: Major Subdivision, Concp'l/Final	HPC, GMQS Exemption, Vested Rights
Growth Management Quota System (GMQS) required fields:	, ,
Net Leasable square footage N/A Lodge Pillows N/A Free N	Market dwelling units 3
Affordable Housing dwelling units $\frac{N/A}{E}$ Essential Public Facility squa	refootage N/A
Have you included the following?	FEES DUE: \$ 1,950.00
✓ Pre-Application Conference Summary	
✓ Signed Fee Agreement ✓ HOA Compliance form ✓ All items listed in checklist on PreApplication Conference Summary	
✓ All items listed in checklist on PreApplication Conference Summary	

City of Aspen Community Development Department

Aspen Historic Preservation Land Use Packet

ATTACHMENT 3 - Dimensional Requirements Form	"EXISTING / AS IS"	CONDITIONS FOR 18,000 SF LOT
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	(Item #10 on the subm	ittal requirements	key. Not necessar	v for all pro	iects.)
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Project:	949 WEST SM	UGGLER STREET ASPENMODERN (Lot 2, Vandemoer Hill Lot Split; Parcel ID No. 2735-122-12-003
Applicant:		amily, Inc., a Colorado company
Project Location:	949 West Sm	auggler Street, Aspen, Colorado 81611
Zone District:	R-6	
Lot Size:	18,000 SF	
Lot Area:	18,000 SF	
	•	poses of calculating Floor Area, Lot Area may be reduced for areas within the mark, easements, and steep slopes. Please refer to the definition of Lot Area in
	the Municip	
C	•	
Commercial ne		Existing: NA Proposed: NA 1 SFR / 1 hab
Number of resi		Existing: (out) / 1 garage Proposed: NA
Proposed % of	demolition: _	Primary SFR (Chalet) -2,652 sf (gross): Outbuilding (Chicken Coop) of demolition proposed
DIMENSIONS: (write N/A wh	ere no requirement exists in the zone district)
		2,015.94 sf
Floor Area:		Existing: used (total) Allowable: for 2 detached Proposed: dwellings or
<u>Height</u>		one duplex Chalet: 23'-1"
Principal Bldg.:		Ridgeline / 24'-4" Existing: Chimney (v.i.f.) Allowable: 25' maximum Proposed:
Accessory Bldg	j.:	Coop-9'-9.5" Ridgeline / Existing: Shed - 8'-7" RL Allowable: Proposed: Proposed:
On-Site parking	g:	Existing: Required: Proposed:
% Site coverag	e:	Existing: 8.44% Required: 25% maximum Proposed: Proposed:
% Open Space:	:	Existing: NA Required: NA Proposed:
Front Setback:		Existing: to porch stair Required: 10' minimum Proposed:
Rear Setback:		Existing: coop/1'-4" storage Required: 5" garage min. Proposed:
Combined From	nt/Rear:	Existing: 15'-2" (v.i.f.) Required: NA Proposed:
Indicate N, S, E	: W	(w) Chalet: 17'-3"
Side Setback:	. , 	(w) Coop: 43'-5" Existing: (w) Storage: 156'-7" Required: 15' minimum Proposed:
Side Setback:		(e) Chalet: 109'-3"/ Coop:125'-3"/ Existing: (e) Storage: 3'-1" Required: 15' minimum Proposed:
Combined Side	es:	Existing: 20'-4" combined Required: 40' Minimum Proposed:
Distance hetwe	en huildings	33'-7" between Chalet & Coop Existing: 101' Coop / Storage Required: 5' minimum Proposed:
Existing non-con	nformities or e	encroachments and note if encroachment licenses have been issued:
15' Required // Existing C	Outbuilding / Shed Sou	hment: 1'-10" from Property Line / 10' Required (Habitable) // Existing Outbuilding / Shed East Side Yard Encroachment: 3'-1" from east side yard propeth Rear Yard Encroachment: 1'-4" from Rear Yard Property Line / 5' Required. No On Site Parking - 2 required per Existing Conditions / Existing Parking rently utilized for 949 W Smuggler Parking. It is unknown if any encroachment licenses have been granted at this time for the said existing conditions.
Variations reque	ested (identify	the exact variancesneeded):

City of Aspen Community Development Department

Aspen Historic Preservation Land Use Packet

"PROPOSED" CONDITIONS FOR 10,000 SF INTERIOR LOT (PROPOSED PARCEL A) ATTACHMENT 3 - Dimensional Requirements Form

(Item #10 on the submittal requirements key. Not necessary for all projects.)

Project:	949 WEST SM	UGGLER STREET	ASPENMODER	an (Lot 2, va	ndemoer mil	Lot Spirt; Parcel ID No. 2/35-122-12-003)
Applicant:	Vandemoer I	Family, Inc., a Color	ado company			
Project						
Location:		nuggler Street, Aspe	n, Colorado 81	611		
Zone District:	R-6					
Lot Size:	10,000 SF					
Lot Area:	10,000 SF					
	(For the pu	rposes of calculat	ng Floor Area	ı, Lot Area ı	may be redu	uced for areas within the
	high-water the Municip		and steep slop	oes. Please	refer to the	definition of Lot Area in
Commercial ne	t leasable:	Existing: N. 1 SFR / 1			SFR Dwellings (1	dedicated garage each residence/
Number of resi	dential units:	Existing: (outbuildi	ng) Proposed	d: 1 Outbuildin	ng	
		Primary SFR (Chalet) -2		utbuilding (Chi		Outbuilding (Storage Shed / Non
Proposed % of	demontion: _) sf demolition proposed	% + _{da}	7.5 sf (gross): 0 molition propo	1	Compliant Garage) 253.75 sf gross) 100% demolition proposed
		3,033.25 sf ft total / 253.75 proposed = 8.37% demolit	sq ft demo	1 .1 .	(gross) 100% demondon proposed
DIMENSIONS: (ere no requireme		e zone distr	·ict)	2,015.94 sf FA - existing + 2,108.39 sf
		2,015.94 s		4,140 sf total		FA - new /proposed = 4,124.33 sf FA
Floor Area:		Existing: used (total	llAllowable:_	for 2 detached	_Proposed:_	proposed site total
				dwellings or one duplex		
Height		Chalet: 23'-1		one dupiex		Chalet: 23'-1" Ridgeline / 24'-4" Chimney (v.i.f.) "as existing"
Principal Bldg.:		Ridgeline / 2 Chimney (v	^{.4.4} Allowable:	25' maximum	Proposed:	Alley Res: (PROPOSED) 23'-11" Flat-roof / 24'-10" Solar Panels 26'-7.75" Chimney
,		Coop-9'-9.5" I	Ridgeline /	25' maximum		Coop 9' 9 5" Didgaling / 11' 9" Weather Vain (v.i.f.) "as existing"
Accessory Bldg	j.:	Existing: Shed - 8'-7" R			Proposed:	Coop: 9'-9.5" Ridgeline / 11'-9" Weather Vein (v.i.f.) "as existing" 2 On site Parking Spaces proposed / Requested use of Existing COA
On-Site parking	g:	Existing: 0	Required:_	2 per residence	Proposed:	ROW Smuggler Parking
o/ Sita coverag	0.	Existing: 12.45%	Required: 3		Proposed:	1,137.40 Chalet + 127.75 Coop + 1,266.87 Alley = 2,532.02 sf, therefore: 25.32% site coverage
% Site coverag		Lxistilig:			•	- 2,532.02 st, increase. 25.52 % site coverage
% Open Space	:	Existing: NA	Required:_	NA	_Proposed:_	NA
Front Setback:		Existing: 13'-10" (v.i.f		10' minimum	Proposed:	13'-10" (v.i.f.) for Existing Chalet / 35'-6" proposed for Existing Coop/ 68' proposed for alley residence
D C l l		46'-10" chalet	/1'-10"	10' habitable min. /	_ ,	46'-10" for Existing Chalet (hab) / 53' for Existing Coop (hab)
Rear Setback:		Existing: coop / 1'-4" sto		5' garage min.	_Proposed:_	deck above garage) / 10'-3" proposed alley habitable above grade
Combined Fro	nt/Rear:	Existing: 15'-2" (v.i.f.)	Required:_	NA	_Proposed:	NA
Indicate N, S, E	. W	(w) Chalet: 1'				(w) Chalet (EX): 17'-3"
Side Setback:	· <u>/ · · ·</u>	(w) Coop: 43 Existing: (w) Storage: 1		10' minimum	Proposed:	(w) Coop (EX/ relocated): 83'-9" (w) Alley Res (PR): 10'-4" (lightwell) / 13'-4" Structure
Side Setback:		(e) Chalet: 109'-3"/			_rroposeu:_	(e) Chalet (EX): 29'-1"
Side Setback:		Existing: (e) Storage:		10' minimum	_Proposed:	(3) Coop (EX / relocated): 5' building / 3'-5" roof overhang (e) Alley Res (PR): 23'-3"
Combined Side	es:	Existing: 20'-4" combi	ned Required:	NA - 2 detached > 10' seperation	Proposed:	NA - 2 detached : > 10' separation
		33'-7" between 0	Chalet & Coop		/- 0000	19' Between Chalet & Alley Res
Distance betwe	een buildings	Existing: 101' Coop / S	:orageRequired:_	5' minimum	Proposed:	12'-1" Between Chalet & Coop
	_					

Existing non-conformities or encroachments and note if encroachment licenses have been issued:

Existing Chicken Coop - Rear Yard (s) Encroachment: 1'-10" from Property Line / 10' Required (Habitable) // Existing Outbuilding / Shed East Side Yard Encroachment: 3'-1" from east side yard property line /
15' Required // Existing Outbuilding / Shed South Rear Yard Encroachment: 1'-4" from Rear Yard Property Line / 5' Required. No On Site Parking - 2 required per Existing Conditions / Existing Parking Area
Off Smuggler Street (North) / COA ROW - Currently utilized for 949 W Smuggler Parking. It is unknown if any encroachment licenses have been granted at this time for the said existing conditions.
Existing fencing encroaches into W. Smuggler St ROW

Variations requested (identify the exact variancesneeded): _

442

^{5&#}x27; - East Side Yard Variation requested: Chicken Coop - Proposed Coop Structure 5' from property line (habitable structure) with 16" roof overhang

^{5&#}x27; - Rear Yard variation requested for : Proposed mechanical area (habitable) below garage footprint / Lightwell that exceeds minimum size in rear yard setback / Usable deck "air space" above conforming garage massing. NOTE: all massing and scale conditions for proposed alley residence are in compliance above grade.

Maintain W. Smuggler Street fencing encroachment into ROW and parking areas that have been used since the 1940s.

City of Aspen Community Development Department

Aspen Historic Preservation Land Use Packet

ATTACHMENT 3 - Dimensional Requirements Form "PROPOSED" CONDITIONS FOR 8,000 SF CORNER LOT (PROPOSED PARCEL B) (Item #10 on the submittal requirements key. Not necessary for all projects.)

Project: 949	WEST SMUGGLER STREET ASPENMODERN (Lot 2, Vandemoer Hill Lot Split; Parcel ID No. 2735-1	<u>1</u> 22-12
· · ·	andemoer Family, Inc., a Colorado company	_
Project Location:	49 West Smuggler Street, Aspen, Colorado 81611	
	-6	_
Lot Size: 8	000 SF	_
Lot Area: 8	000 SF	_
hi	or the purposes of calculating Floor Area, Lot Area may be reduced for areas within the gh-water mark, easements, and steep slopes. Please refer to the definition of Lot Area in e Municipal Code.)	
Commercial net le	asable: <i>Existing:</i> NA Proposed: NA	
Number of reside	tial units: Existing: NA Proposed: NA But no more than 1 unit of denisity	
Proposed % of de	Outbuilding (Storage Shed / Non Compliant Garage) 253.75 sf (gross)- assumes complete demolition	
IMENSIONS: (wri	e N/A where no requirement exists in the zone district)	
Floor Area:	N/A (assumes would be Existing: shed demolition) Allowable: 3.520 sf Proposed: 3,240 sf, plus 1 TDR	
<u>Height</u>		
Principal Bldg.:	Existing: NA Allowable: 25' maximum Proposed: No change per R-6 zoning	
Accessory Bldg.:	N/A (assumes Existing: shed demolition) Allowable: 25' maximum Proposed: No change per R-6 zoning	
On-Site parking:	Existing: 0 Required: 2 per residence Proposed: No change per R-6 zoning	
% Site coverage:	Existing: shed demolition) Required: 43.33% maximum Proposed: No change per R-6 zoning	
% Open Space:	Existing: NA Required: NA Proposed: NA	
Front Setback:	N/A (assumes N/A (assumes 30' (ABOVE GRADE) minimum proposed	
Rear Setback:	N/A (assumes 10' principal min. / Existing: shed demolition) Required: 5' accessory min. Proposed: No change per R-6 zoning	
Combined Front/	Rear: Existing: NA Required: NA Proposed: NA Proposed: NA	
Indicate N, S, E, W	(w) N/A (assumes	
Side Setback:	Existing: shed demolition Required: 5' minimum Proposed: (w) 10' proposed	
Side Setback:	(e)N/A (assumes Existing: shed demolition) Required: 5' minimum Proposed: (e) N/A 5' proposed	
Combined Sides:	N/A (assumes Existing: shed demolition) Required: 25' Minimum Proposed: requested Proposed: 15' proposed / 10' variation	
Distance between	buildings Existing: NA (assumes buildings Existing: NA Proposed: NA	
	buildings Existing: shed demolition) Required: Proposed: MA Proposed:	
· ·	ent licenses have been granted at this time for the said existing conditions.	
·	is non-conforming relative to east side yard and rear yard setback requirements, it encroaches upon a 5-foot public utility easement, and its roof	
ariations requeste	d (identify the exact variancesneeded):	
	VARIATIONS REQUESTED: REDUCE Allowable FAR by 280SF in exchange for one TDR worth 250SF	
	INCREASE of Front Yard Setback Requirement (For above-grade structures only) from 10-feet to 30-feet	

CITY OF ASPEN COMMUNITY DEVELOPMENT DEPARTMENT

Homeowner Association Compliance Policy

All land use applications within the City of Aspen are required to include a <u>Homeowner Association</u> <u>Compliance Form</u> (this form) certifying that the scope of work included in the land use application complies with all applicable covenants and homeowner association policies. The certification must be <u>signed by the property owner or Attorney representing the property owner.</u>

	Property	Name:	CHRIS VANDEMOER OF V	ANDE	EMOER FAMILY, INC.
Owner ("I"):		Email:	CVANDEMOER@OUTLOC		Phone No.: (970) 580-5801
	Address of Property: (subject of application)	949 W	EST SMUGGLER STREET, A	ASPE	EN, CO
Ī	certify as follow	ws: (pick	cone)		
	This prop	perty is r	not subject to a homeowner asso	ciatio	on or other form of private covenant.
	This prop proposed covenant	in this	land use application do not requi	tion or ire ap	r private covenant, and the improvements proval by the homeowners association or
	This prop proposed covenant	d in this	land use application have been a	ation o	or private covenant and the improvements ved by the homeowners association or
a	oplicability, me	eaning o			loes not interpret, enforce, or manage the meowner association rules or bylaws. I
0	wner signature	e:		Date:_	2/8/22
0	wner printed na	ame:	CHRIS VANDEMOER		
01	ζ,				
A	ttorney signatu	re:]	Date:_	
A	ttorney printed	name:			

CITY OF ASPEN COMMUNITY DEVELOPMENT DEPARTMENT

Agreement to Pay Application Fees

An agreement between the City of Aspen ("City") and

Address of Property: 949 WEST SMUGGL	ER STREE	Please type or print in all caps
		ne (if different from Property Owner):
Billing Name and Address - Send Bills to: VANDEMOER FAMILY, INC., C/O CHRIS V	ANDEMOER, P	O BOX 668, STERLING, CO 80751
Contact info for billing: e-mail: CVANDEMOER@	OUTLOOK.CC	OM _{Phone:} (970) 580-5801
I understand that the City has adopted, via Ordinal	nce No. 20, Series of determining applica	f 2020, review fees for Land Use applications, and tion completeness. I understand that as the property
For flat fees and referral fees: I agree to pay the for are non-refundable.	ollowing fees for the	services indicated. I understand that these flat fees
\$flat fee for	\$	flat fee for
\$flat fee for	\$	flat fee for
costs over and above the deposit may accrue. I un processing, review, and presentation of sufficient consideration unless invoices are paid in full. The City and I understand and agree that invoices City shall be considered by the City as being recei invoice by the City for such services. I have read, understood, and agree to the Land Us pay the following initial deposit amounts for the spot render an application complete or compliant vagree to pay additional monthly billings to the City hereinafter stated.	derstand and agree information to enable sent by the City to to ived by me. I agree to be Review Fee Policy, pecified hours of stawith approval criterials to reimburse the City	
above the deposit amount will be billed at \$325.00	ours of Community Der hour.	Development Department staff time. Additional time
\$deposit forh deposit amount will be billed at \$325.00 per hour .		Department staff time. Additional time above the
City of Aspen:	Signature:	CHRIS VANDEMOER
Phillip Supino, AICP Community Development Director	PRINT Name:	CHRIS VANDEMOER
City Use: Fees Due: \$Received \$	Title: OWN	
Case #		

Character Defining Features of the Chalet Style

Check box if statement is true. One point per box.

1) A large singular roof form, generally low in slope, with the ridge running along the short dimension of the structure covers the entire structure without interruption, the eave of the roof usually comes down to a low plate height at the upper level



X

X

6) Rectangular footprint sometimes oriented towards mountains



7) Stucco ground floor, may have battered walls, openings are minimal, with wood lintels



8) Windows are generally sliders or casements,



horizontally proportioned and used sparingly



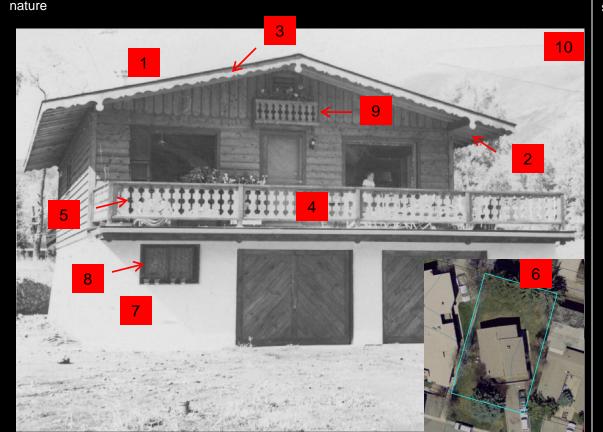
9) Decorative shutters or flowerboxes



10) Colors are restricted to the white of the stucco base, the dark brown of the wood walls, eaves, balustrades, etc., bright colors are used sparingly to accent eaves and balustrades and other decorative elements, murals and painted decorative details are



sometimes found on the stucco surface



2) Deep overhangs with the structure of the roof expressed on the underside

4) Continuous porch or balcony running at least the length of the primary side

5) Decorative elements, usually two dimensional, such as balustrades with cut out

shapes, generally hearts, edelweiss, snowflakes or other decorative themes from

3) Eaves and rakes decorated with cutouts and fretwork bargeboards

A building must have 6 of the 10 character defining features, either present or clearly documented through photographic of physical evidence to qualify as Chalet Style. Restoration may be required as part of the award of incentives.

If the property earned 6 or more points, continue to the next page.

If the property earned less than 6 points, scoring ends.

INTEGRITY SCORING

If a statement is true, circle the number of points associated with that true statement.

in a statement is trac, entire the number of points associated with that traces	tatement.
LOCATION OF BUILDING ON THE LOT:	
The building is in its original location.	2 points
The building has been shifted on the original parcel, but maintains its original	1 noint
alignment and/or proximity to the street.	1 point
SETTING:	
The property is located within the geographical area surrounded by Castle	1 point
Creek, the Roaring Fork River and Aspen Mountain.	1 point
The property is outside of the geographical area surround by Castle Creek, the	1/2 noint
Raoring Fork River and Aspen Mountain.	1/2 point
DESIGN:	
The form of the building (footprint, roof and wall planes) are unaltered from	2 points
the original design.	3 points
a.) The form of the building has been altered but less than 25% of the original	
walls have been removed, OR	
b.) The alterations to the form all occur at the rear of the subject building, OR	2 points
c.) The form of the building has been altered but the addition is less than 50%	2 points
of the size of the original building, OR	
d.) There is a roof top addition that is less than 50% of the footprint of the roof.	
MATERIALS	
Exterior materials	
The original exterior materials of the building are still in place, with the	2 points
exception of normal maintenance and repairs.	2 points
50% of the exterior materials have been replaced, but the replacements	1 noint
match the original condition.	1 point
Windows and doors	
The original windows and doors of the building are still in place, with the	2 points
exception of normal maintenance and repairs.	2 points
50% of the original windows and doors have been replaced, but the	1 noint
replacements match the original condition.	1 point

Best: 15 up to 20 points
Better: 12 up to 15 points
Good: 10 up to 12 points
Not Eligible:0 up to 10 points

Integrity Score (this page) maximum of 10 points: Character Defining Features Score (first page) maximum of 10 points:

HISTORIC ASSESSMENT SCORE:

9

447



"949 smuggler"

CHALET DESIGNATION / ALLEY RESIDENCE PROPOSAL :: ASPEN MODERN HISTORIC PRESERVATION

HPC / ACC design review committee application package :: june 22nd, 2022

949 west smuggler | city of aspen :: colorado

DRAWING NO: "949-HOUSE" 949-COVER

01 HPC- ASPEN MODERN NEGOTIATION COA - 949 W SMUGGLER

PROJECT # 949 SMUG

DRAWING TITLE

COVER

PAGE

ISSUANCE DATE: JUNE 2022

Cover Letter/ Application Information Submission - Haas Land Planning C/O Mitch Haas / Architectural - 1 Friday Design C/O Derek Skalko

Easement / Agreements / Misc.

TBD

949 West Smuggler Application Architectural Related Drawings / Documents Package: Pages Index

949-COVER: 949 West Smuggler. Aspen. Colorado :: Aspen Modern Historic Preservation Application

949-INDEX: 949 West Smuggler Pages Reference, Conceptual Locate + Site Imaging / Context + Preliminary Legal Lot Descriptions (Existing & Proposed)

Survey + Civil Related Drawings / Documents | Sopris Engineering Inc. - Surveyor // Boundaries Unlimited Inc. - Civil Engineer

Final Recorded Plat - Vandemoer Hill Lot Split , Book 129, Page 11 - (1/30" Engineering Scale)

Stamped Improvement Survey Plat with 1' Topographic Representation - Lot 2, Vandemoer Hill Lot Split - (1/10" Engineering Scale)

Stamped Sloped Analysis Plan with 1' Topographic Representation & Diagrammatic Breakdown of Lot Slope Assessment - Lot 2, Vandemoer Hill Lot Split - (1/10" Engineering Scale)

Proposed Draft of Final Subdivision Plat - Vandemoer Lot 2 Subdivision - (1/20" Engineering Scale)

C.1: 949 West Smuggler Grading, Drainage & Underground Piping Preliminary Planning Information & Specification (1/10" Engineering Scale)

Architectural Related Drawings / Documents 1 Friday Design

949-1.A: Lot 2 Vandemoer Hill Lot Split Existing (18,000 sf ft) & Proposed Vandemoer Lot 2 Subdivision (10,000 / 8,000 sq ft) Lot Site Plans + Existing 18,000 sq ft Floor Area Calculations - (1/16" Arch)

949-1.B: Existing Lot 2 Vandemoer Hill Lot Split with House + Outbuildings / Utilities Located / Site represented @ 1' Topographical Contour Intervals / - (1/10" Architectural)

949-1.C: Proposed Vandemoer Lot 2 Subdivision with House + Outbuildings (Existing & Proposed) / Utilities Located / Site represented @ 1' Topographical Contour Intervals / - (1/10" Architectural)

949-1.D: Proposed Vandemoer Lot 2 Subdivision Proposed Landscape Concept / Graphical Callouts-Locates: No Associative Scale

ZN-003: Lot 2 Vandemoer Hill Lot Split Existing (18,000 sf ft) & Proposed Vandemoer Lot 2 Subdivision (10,000 / 8,000 sq ft) Lot Site Coverage Diagrammatic Plans & Calculations - (1/16" Arch)

ZN-004: Existing Lower Lvl. (and Subgrade Wall Exposure Diagrams) + Existing Main Lvl. Floor Plans: Chalet Residence & Chicken Coop Outbuilding Diagrammatic Plans + Floor Area Calculations - (1/8" Arch)

ZN-005 : Existing Upper Lvl. Floor Plan: Chalet Residence & Roof Plans : Chalet Residence + Chicken Coop Outbuilding : Diagrammatic Plans + Floor Area Calculations - (1/8" Arch)

ZN-006: Proposed Lower Lvl. (& Subgrade Wall Exposure Diagrams) Floor Plans: Chalet Residence: Diagrammatic Plans + Floor Area Calculations - (1/8" Arch)

ZN-007: Proposed Lower Lvl. (& Subgrade Wall Exposure Diagrams) Floor Plans: Chalet Residence: Diagrammatic Plans + Floor Area Calculations - (1/8" Arch) 949-2 : Existing Lower Level (and Subgrade Wall Exposure Diagrams) + Existing Main Level Floor Plans: Chalet Residence - (3/16" Architectural)

949-3 : Existing Upper Level + Roof Plan : Chalet Residence // Existing Main Level Floor Plan + Roof Plan : Chicken Coop (Outbuilding) - (3/16" Architectural)

949-4 : Existing Elevations : Chalet Residence + Chicken Coop (Outbuilding) - (3/16" Architectural)

949-5: Proposed Lower, Main & Upper Floor Plans / Roof Plan - Detached Alley Residence (3/16" Architectural)

949-6: Proposed 949 W Smuggler North Elevation (Site Context-Street) & Proposed North Alley Residence Elevation with Materials Callouts / Schedules (3/16" Architectural)

949-7: Proposed East & West Alley Residence Elevations + Site Existing / Proposed Relationship Context Elevations with Materials Callouts / Schedules (3/16" Architectural)

949-8: Proposed South (Alley) Elevation - Alley Residence with Materials Callouts / Schedules (3/16" Architectural) / Materials Graphic Examples Description Provided

949-9: Proposed Alley residence Exterior Lighting Plans & Callouts - Fixture Cut Sheets Provided (3/16" Architectural) / Imaging of Existing Exterior Lighting Conditions: No Alterations Proposed

949-10 : Proposed Massing Models & Scale Perspectives - Alley Residence Site Concept - 10,000 sf lot (No Associative Scale)

949-11: Proposed Massing Models & Scale Perspectives - Alley Residence Site Concept - 10,000 sf lot (No Associative Scale)

949-12 : Proposed Perspective & Materials Renders - Alley Residence Site Concept - 10,000 sf lot (No Associative Scale)

949-13: Proposed Perspective & Materials Renders - Alley Residence Site Concept - 10,000 sf lot (No Associative Scale)

949-14: Proposed Perspective & Materials Renders - Alley Residence Site Concept - 10,000 sf lot (No Associative Scale)

PROPERTY DESCRIPTION LOT 2 – VANDEMOER HILL LOT SPLIT

A PARCEL OF LAND PREVIOUSLY DESCRIBED AS LOTS D, E, F, G, H AND I, CITY AND TOWNSITE OF ASPEN, AS DESCRIBED ON THE OFFICIAL MAP OF THE CITY OF ASPEN APPROVED BY THE CITY ENGINEER G.E. BUCHANAN DATED DECEMBER 15 1958, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

BEGINNING AT THE NORTH EAST PROPERTY CORNER OF SAID BLOCK 3, WHENCE THE CITY OF ASPEN GPS-20 MONUMENT BEARS S 40° 02' 59' E 460.91' FEET (WITH ALL BEARINGS HEREIN RELATIVE TO A BEARING OF S 74° 14' 15" E BETWEEN CITY OF ASPEN GPS MONUMENT 20 AND CITY OF ASPEN GPS MONUMENT 9),

thence S 15°45'58" W a distance of 100.00 FEET; thence N 74°14'02" W a distance of 180.00 FEET; thence N 15°45'58" E a distance of 100.00 FEET; thence S 74°14'02" E a distance of 180.00 FEET;

to THE POINT OF BEGINNING. SAID PARCEL OF LAND containing 18000.00 square feet or **0.413** acres.

PROPERTY DESCRIPTION PARCEL A – VANDEMOER LOT 2 SUBDIVISION

A PARCEL OF LAND PREVIOUSLY DESCRIBED AS PORTIONS LOTS D, E, F, AND G, CITY AND TOWNSITE OF ASPEN, AS DESCRIBED ON THE OFFICIAL MAP OF THE CITY OF ASPEN APPROVED BY THE CITY ENGINEER G.E. BUCHANAN DATED DECEMBER 15 1958, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE NORTH EAST PROPERTY CORNER OF LOT 2, VANDEMOER HILL LOT SPLIT, AS DESCRIBED IN PLAT BOOK 129 AT PAGE 11 RECEPTION NUMBER 670572 OF PITKIN COUNTY RECORD, WHENCE THE CITY OF ASPEN GPS-20 MONUMENT BEARS S 40° 02' 59' E 460.91' (WITH ALL BEARINGS HEREIN RELATIVE TO A BEARING OF S 74° 14' 15" E BETWEEN CITY OF ASPEN GPS MONUMENT 20 AND CITY OF ASPEN GPS MONUMENT 9) THENCE N 74° 14" 02" W 80 FEET ALONG THE NORTHERLY PROPERTY LINE OF SAID LOT 2 TO THE TRUE POINT OF BEGINNING,

thence S 15°45'58" W a distance of 100.00 FEET; thence N 74°14'02" W a distance of 100.00 FEET;

thence N 15°45'58" E a distance of 100.00 FEET ALONG THE EAST PROPERTY LINE OF LOT 1 VANDEMOER HILL LOT SPLIT AS DESCRIBED IN BOOK 129 PAGE 11 OF RECEPTION NUMBER 670572 OF PITKIN COUNTY RECORDS;

thence LEAVING SAID PROPERTY LINE S 74°14'02" E a distance of 100.00 FEET; to THE POINT OF BEGINNING. SAID PARCEL OF LAND containing 10000.00 square feet or 0.230

A PARCEL OF LAND PREVIOUSLY DESCRIBED AS PORTIONS OF LOTS G, H, AND I CITY AND TOWNSITE OF ASPEN, AS DESCRIBED ON THE OFFICIAL MAP OF THE CITY OF ASPEN APPROVED BY THE CITY ENGINEER G.E. BUCHANAN DATED DECEMBER 15, 1958, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

BEGINNING AT THE NORTH EAST PROPERTY CORNER OF LOT 2, VANDEMOER HILL LOT SPLIT, AS DESCRIBED IN BOOK 129 AT PAGE 11 RECEPTION NUMBER 670572 OF PITKIN COUNTY RECORDS, WHENCE THE CITY OF ASPEN GPS-20 MONUMENT BEARS S 40° 02' 59' E 460.91' FEET (WITH ALL BEARINGS HEREIN RELATIVE TO A BEARING OF S 74° 14' 15" E BETWEEN CITY OF ASPEN GPS MONUMENT 20 AND CITY OF ASPEN GPS MONUMENT 9),

thence S 15°45'58" W a distance of 100.00 FEET; thence N 74°14'02" W a distance of 80.00 FEET; thence N 15°45'58" E a distance of 100.00 FEET;

thence S 74°14'02" E a distance of 100.00 FEET; to THE POINT OF BEGINNING. SAID PARCEL OF LAND containing 8000.00 square feet or 0.184 acres.

PROPERTY DESCRIPTION PARCEL B – VANDEMOER HILL SUBDIVISION

Haas Land Planning LLC 240 East Main Street, Suite 220 T: 970.925.7819

E: mitch@hlpaspen.com Contact: Mitch Haas, Principal

LAND PLANNING

949 West Smuggler

Aspen, CO 81611

PROJECT DESIGNER **CITY OF ASPEN** REPRESENTATIVE

4 O

Mr. Chris Vandemoer, Manager

1 Friday Design PO BOX 7928 Aspen, Colorado 81612 T: 970.309.0695 www.1friday.com Contact: Derek Skalko, Principal

LAND SURVEY ENGINEER

Sopris Engineering Inc. 502 Main Street, Suite A-3 Carbondale, CO 81623 T: 970.704.0311

www.soprisengineering.com

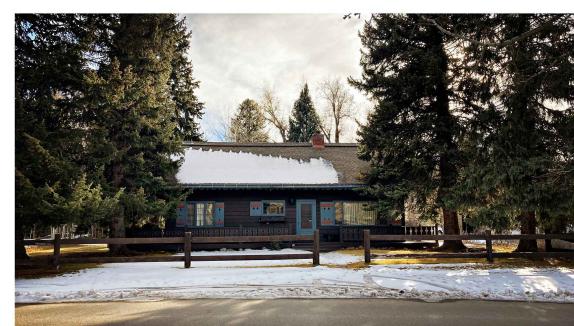
CIVIL ENGINEER Boundaries Unlimited Inc 923 Cooper Avenue, Suite 201 Glenwood Springs, CO 81601 T: 970.945.5252 www.bu-inc.com

1 INDEX + SHEET DESCRIPTION: 949 SMUGGLER TBD SCALE : N/A

(2) LEGAL PROPOSED PROPERTY DESCRIPTIONS (DRAFT): 949 SMUGGLER TBD SCALE: N/A









949 INDEX. SITE CONTEXT,

DESCRIPTIONS

1 HPC- ASPEN MODERN

COA - 949 W SMUGGLER

PROJECT # 949 SMUG

NEGOTIATION

DRAWING TITLE:

FOR CITY OF ASPENUSE

ISSUANCE

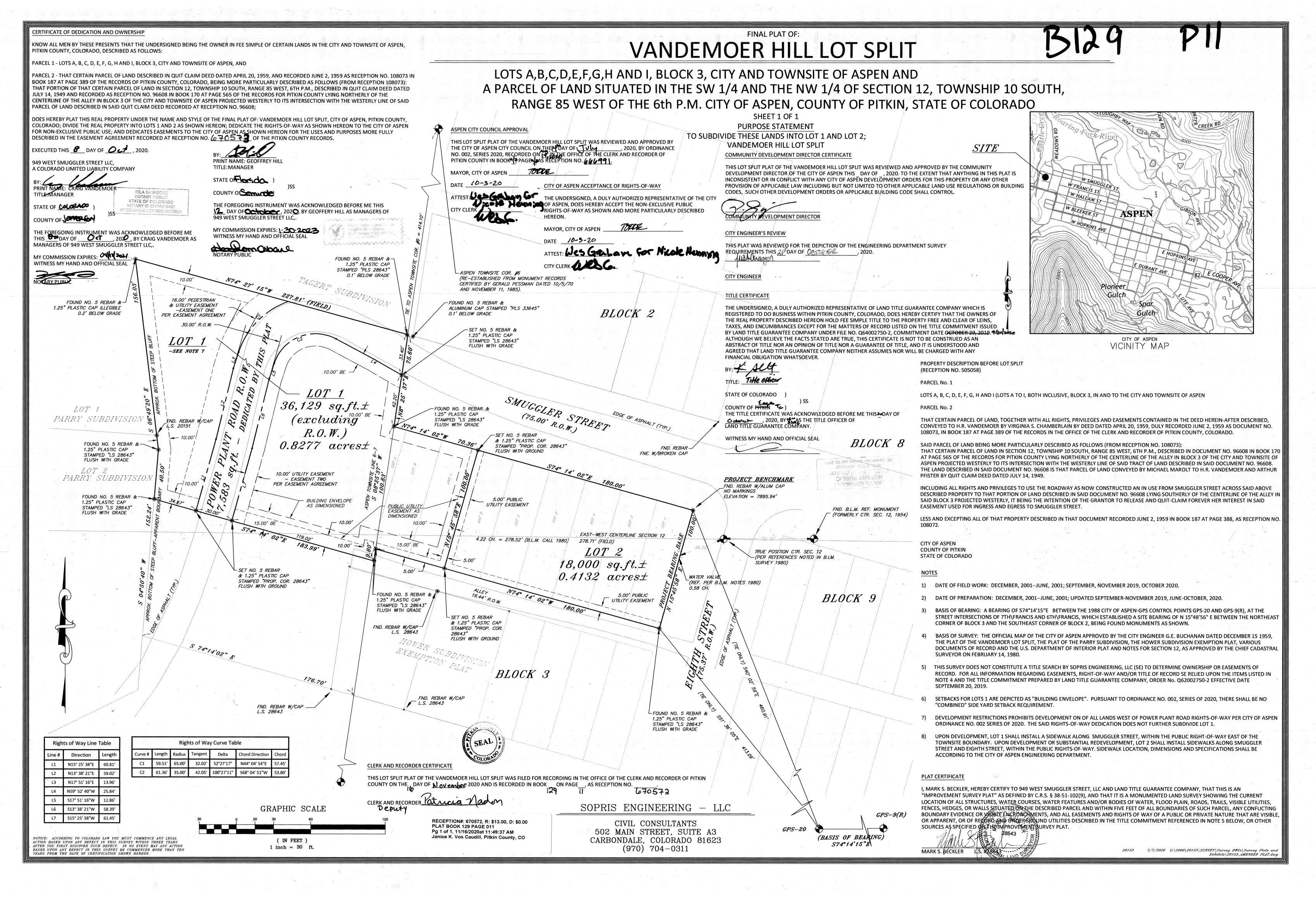
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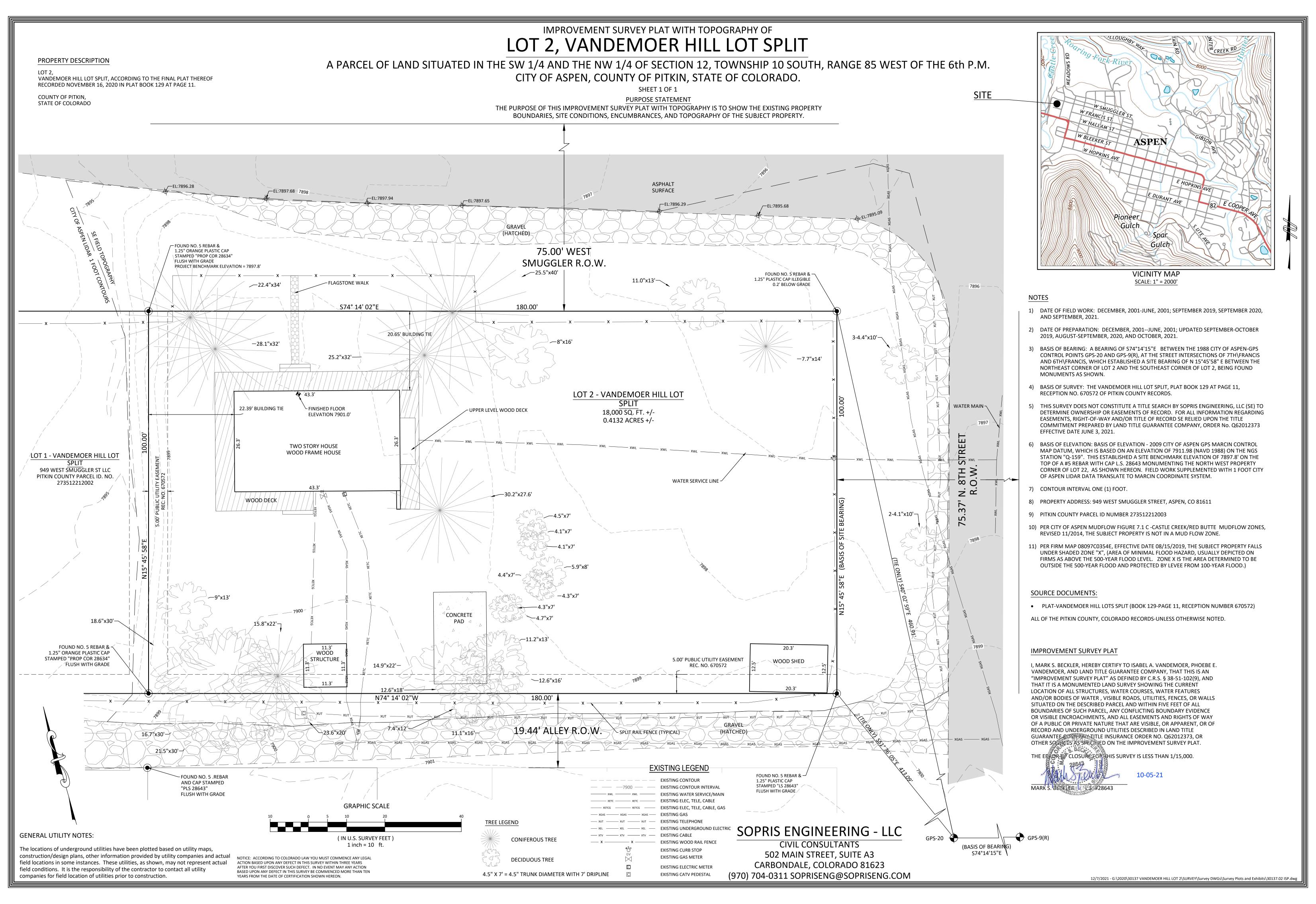
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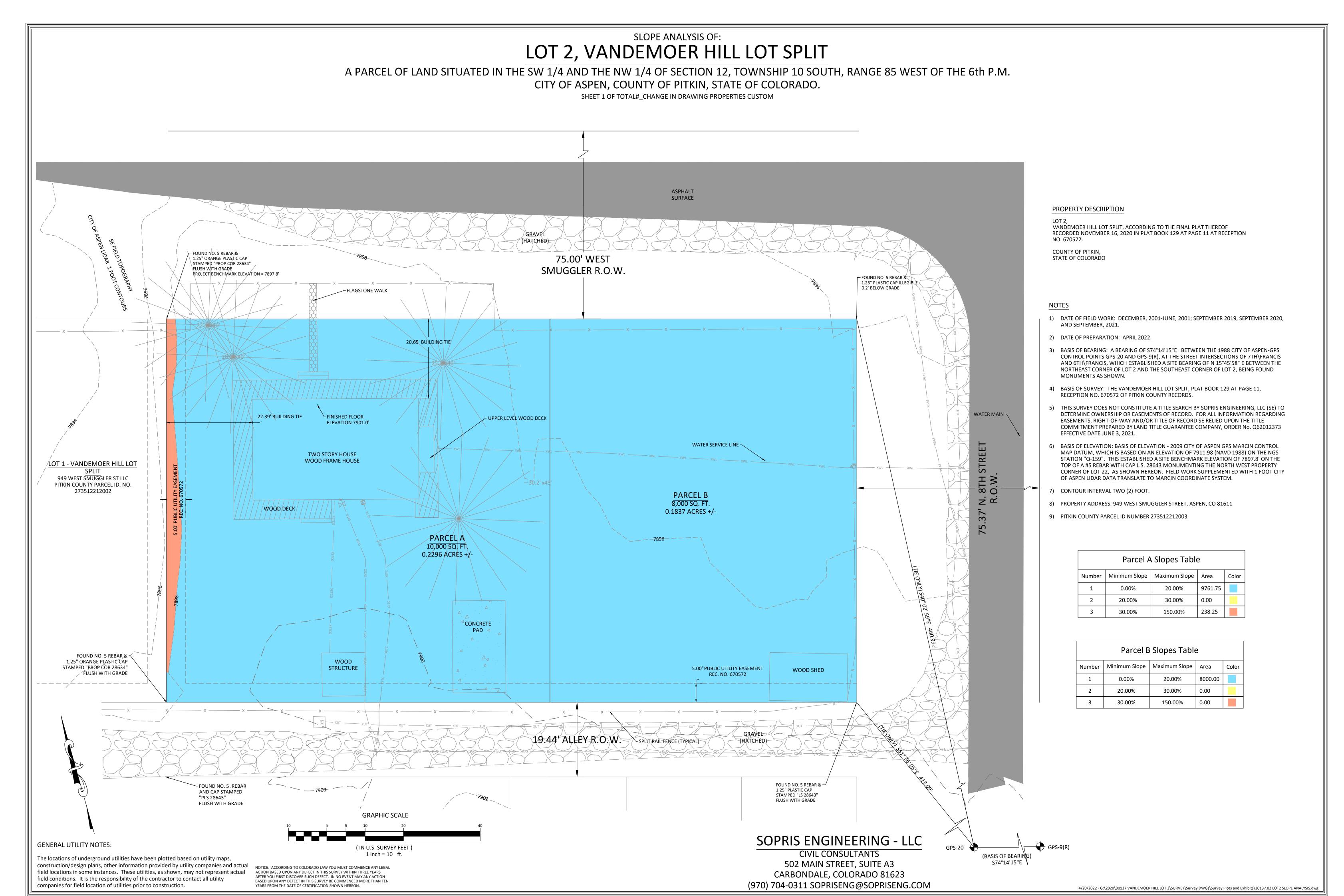
JUNE 2022

"949-HOUSE" 949-INDEX

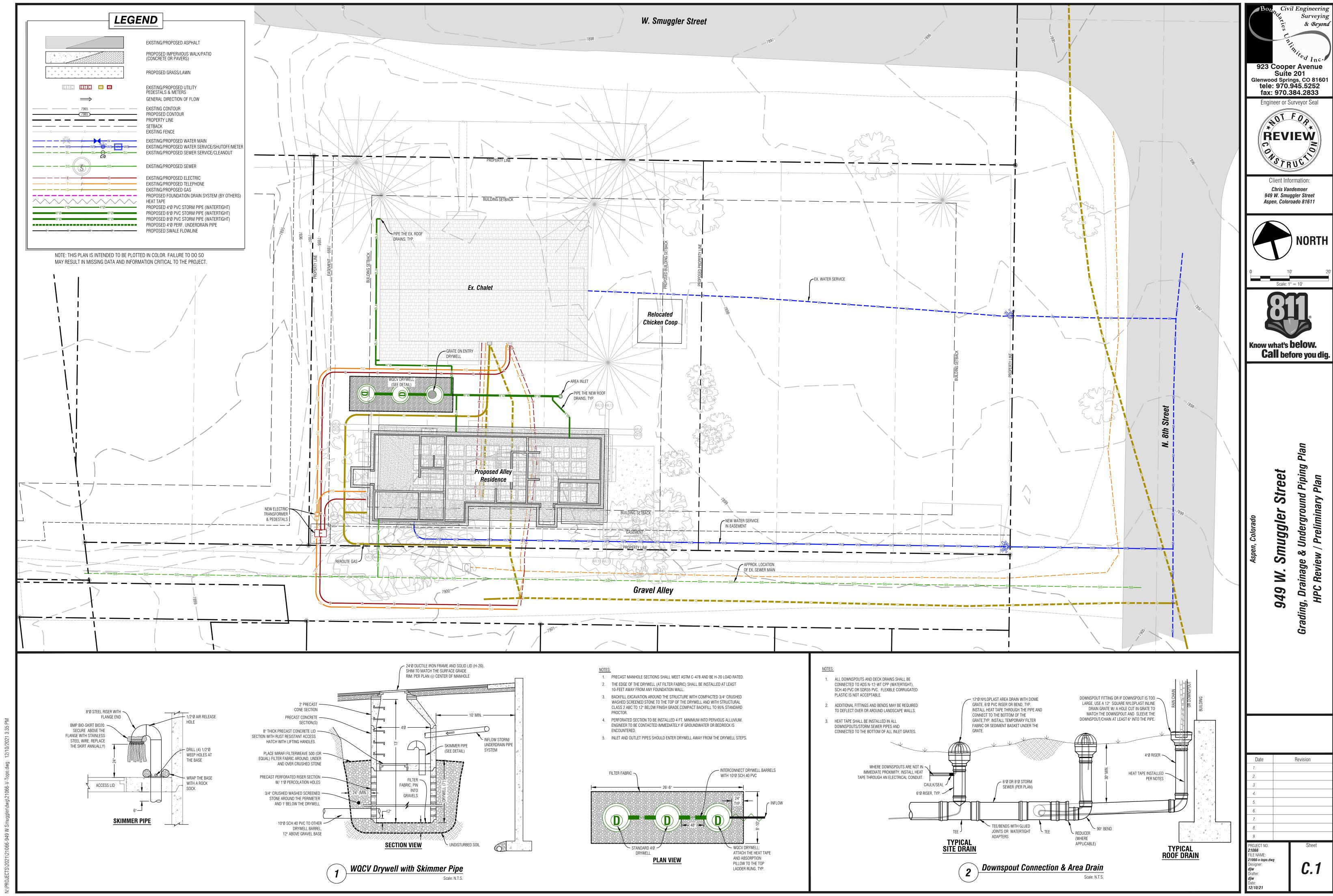
SITE IMAGES + CONTEXT: 949 SMUGGLER

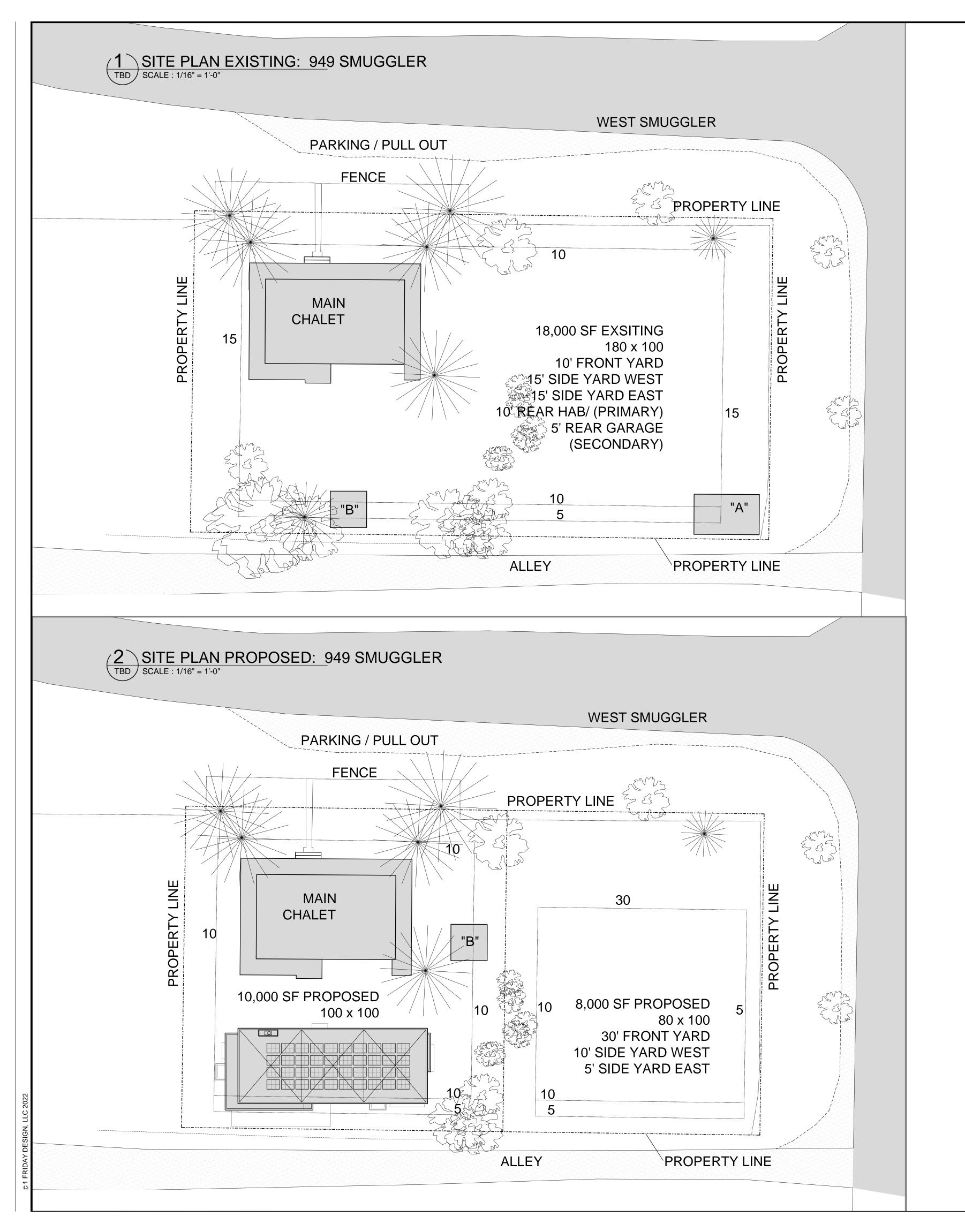






FINAL SUBDIVISION PLAT OF THE VANDEMOER LOT 2 SUBDIVISION A PARCEL OF LAND SITUATED IN THE SW 1/4 AND THE NW 1/4 OF SECTION 12, TOWNSHIP 10 SOUTH, RANGE 85 WEST OF THE 6th P.M. CERTIFICATE OF DEDICATION AND OWNERSHIP CITY OF ASPEN, COUNTY OF PITKIN, STATE OF COLORADO. KNOW ALL MEN BY THESE PRESENTS THAT THE UNDERSIGNED BEING THE OWNER IN FEE SIMPLE OF CERTAIN LANDS IN THE CITY AND TOWNSITE OF ASPEN, PITKIN COUNTY, COLORADO, DESCRIBED AS FOLLOWS: SHEET 1 OF 1 LOT 2, VANDEMOER HILL LOT SPLIT, ACCORDING TO THE FINAL PLAT THEREOF RECORDED NOVEMBER 16, 2020 IN PLAT BOOK 129 AT PAGE 11. **PURPOSE STATEMENT** THE PURPOSE OF THIS PLAT IS THE SUBDIVISION OF LOT 2, VANDEMOER HILL LOT SPLIT (RECORDED IN BOOK 129 AT PAGE 11, AS RECEPTION NO. 670572), INTO W FRANCIS ST DOES HEREBY PLAT THIS REAL PROPERTY UNDER THE NAME AND STYLE OF THE FINAL PLAT OF: VANDEMOER HILL PARCELS A & B, CITY OF ASPEN, PITKIN TWO NEW PARCELS TO HEREAFTER BE KNOWN AS PARCELS A AND B OF THE VANDEMOER LOT 2 SUBDIVISION COUNTY, COLORADO; DIVIDE THE REAL PROPERTY INTO PARCELS A AND B AS SHOWN HEREON; AND DEDICATES EASEMENTS TO THE CITY OF ASPEN AS SHOWN WHALLAMST HEREON FOR THE USES AND PURPOSES MORE FULLY DESCRIBED IN THE EASEMENT AGREEMENT RECORDED AT RECEPTION NO. ______ OF THE PITKIN COUNTY RECORDS. **ASPEN** EXECUTED THIS _____ DAY OF ______, 2022. VANDEMOER FAMILY INC A COLORADO INCORPORATION BLOCK 2 - LOTS Q, R, & \$ PRINT NAME: CRAIG VANDEMOER LOT 2 - VANDEMOER LOT SPLIT SCHUHMACHER, JOHN W. TRUST TITLE: MANAGER RATNER, DENNIS F. TRUST PITKIN COUNTY PARCEL PITKIN COUNTY PARCEL ID. NO. 273512211002 ID. NO. 273512282004 COUNTY OF THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME _, 202__, BY CRAIG VANDEMOER AS MANAGERS OF VANDEMOER FAMILY INC. PROPERTY DESCRIPTION BEFORE LOT SPLIT MY COMMISSION EXPIRES: WITNESS MY HAND AND OFFICIAL SEAL VICINITY MAP VANDEMOER HILL LOT SPLIT, ACCORDING TO THE FINAL PLAT THEREOF SCALE: 1" = 2000' RECORDED NOVEMBER 16, 2020 IN PLAT BOOK 129 AT PAGE 11. **NOTARY PUBLIC** COUNTY OF PITKIN. STATE OF COLORADO 75.00' W. SMUGGLER STREET R.O.W ASPEN CITY COUNCIL APPROVAL THIS FINAL PLAT OF THE VANDEMOER HILL PARCELS A & B WAS REVIEWED AND APPROVED BY 1) DATE OF FIELD WORK: DECEMBER, 2001-JUNE, 2001; SEPTEMBER 2019, SEPTEMBER 2020, THE CITY OF ASPEN CITY COUNCIL ON THE DAY OF - POINT OF BEGINNING PARCEL A ORDINANCE NO. , SERIES 202 , RECORDED ON IN THE OFFICE OF THE CLERK AND FOUND NO. 5 REBAR & - POINT OF BEGINNING PARCEL B SET NO. 5 REBAR & RECORDER OF PITKIN COUNTY IN BOOK __, PAGE __ AS RECEPTION NO. _____. 1.25" ORANGE PLASTIC CAP 1.25" ORANGE PLASTIC CAP POINT OF COMMENCEMENT PARCEL A 2) DATE OF PREPARATION: DECEMBER, 2001--JUNE, 2001; UPDATED SEPTEMBER-OCTOBER STAMPED "PROP COR 28634" FOUND NO. 5 REBAR & STAMPED "PROP COR 28634" 2019, AUGUST-SEPTEMBER, 2020, AND OCTOBER AND DECEMBER, 2021 FLUSH WITH GRADE MAYOR, CITY OF ASPEN FLUSH WITH GRADE 1.25" PLASTIC CAP ILLEGIBLE 0.2' BELOW GRADE 3) BASIS OF BEARING: A BEARING OF S74°14'15"E BETWEEN THE 1988 CITY OF ASPEN-GPS 100.00' S74° 14' 02"E 80.00' S74° 14' 02"E CONTROL POINTS GPS-20 AND GPS-9(R), AT THE STREET INTERSECTIONS OF 7TH\FRANCIS AND 6TH\FRANCIS, WHICH ESTABLISHED A SITE BEARING OF N 15°45'58" E BETWEEN THE NORTHEAST CORNER OF LOT 2 AND THE SOUTHEAST CORNER OF LOT 2, BEING FOUND MONUMENTS AS SHOWN. CITY CLERK _ 4) BASIS OF SURVEY: THE VANDEMOER HILL LOT SPLIT, PLAT BOOK 129 AT PAGE 11, RECEPTION NO. 670572 OF PITKIN COUNTY RECORDS. 5) THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY SOPRIS ENGINEERING, LLC (SE) TO 75.37' N. 8TH STREET R.O.W. 5.00' PUBLIC UTILITY EASEMENT DETERMINE OWNERSHIP OR EASEMENTS OF RECORD. FOR ALL INFORMATION REGARDING COMMUNITY DEVELOPMENT DIRECTOR CERTIFICATE REC. NO. 670572 EASEMENTS, RIGHT-OF-WAY AND/OR TITLE OF RECORD SE RELIED UPON THE TITLE COMMITMENT PREPARED BY LAND TITLE GUARANTEE COMPANY, ORDER No. Q62012373 THIS LOT SPLIT PLAT OF THE VANDEMOER HILL PARCEL A & B WAS REVIEWED EFFECTIVE DATE JUNE 3, 2021. AND APPROVED BY THE COMMUNITY DEVELOPMENT DIRECTOR OF THE CITY OF LOT 1 - VANEMOER HILL LOT SPLIT ASPEN THIS DAY OF , 202___. TO THE EXTENT THAT 949 WEST SMUGGLER ST LLC PARCEL B ANYTHING IN THIS PLAT IS INCONSISTENT OR IN CONFLICT WITH ANY CITY OF PITKIN COUNTY PARCEL ID. NO. 273512212002 8000 SQ. FT. 6) PROPERTY ADDRESS: 949 WEST SMUGGLER STREET, ASPEN, CO 81611 ASPEN DEVELOPMENT ORDERS FOR THIS PROPERTY OR ANY OTHER PROVISION 0.1837 ACRES +/-OF APPLICABLE LAW INCLUDING BUT NOT LIMITED TO OTHER APPLICABLE LAND 7) PITKIN COUNTY PARCEL ID NUMBER 273512212003 USE REGULATIONS OR BUILDING CODES, SUCH OTHER DEVELOPMENT ORDERS PARCEL A OR APPLICABLE BUILDING CODE SHALL CONTROL. 10,000 SQ. FT. 0.2296 ACRES +/-COMMUNITY DEVELOPMENT DIRECTOR _____ ----**SOURCE DOCUMENTS:** N74° 14' 02"W N74° 14' 02"W 100.00' FOUND NO. 5 REBAR & SET NO. 5 REBAR & -FOUND NO. 5 REBAR & -• PLAT-VANDEMOER HILL LOTS SPLIT (BOOK 129-PAGE 11, RECEPTION NUMBER 670572) 1.25" ORANGE PLASTIC CAP 1.25" ORANGE PLASTIC CAP 19.44' ALLEY R.O.W. 1.25" PLASTIC CAP • THE OFFICIAL MAP OF THE CITY OF ASPEN APPROVED BY THE CITY ENGINEER G.E. STAMPED "PROP COR 28634" STAMPED "PROP COR 28634" STAMPED "LS 28643" FLUSH WITH GRADE BUCHANAN DATED DECEMBER 15 1959 FLUSH WITH GRADE FLUSH WITH GRADE CITY ENGINEER'S REVIEW ALL OF THE PITKIN COUNTY, COLORADO RECORDS-UNLESS OTHERWISE NOTED. THIS PLAT WAS REVIEWED FOR THE DEPICTION OF THE ENGINEERING LOT 1 - HOWER EXEMPTION LOT 2- HOWER EXEMPTION DEPARTMENT SURVEY REQUIREMENTS THIS DAY OF BLOCK 3 - LOTS P, Q, R, & S SAXON DELTA TRUST MCTAMANEY, ROBERT A III TRUST PITKIN COUNTY PARCEL ID. NO. 273512365001 PITKIN COUNTY PARCEL PITKIN COUNTY PARCEL ID. NO. 273512365002 ID. NO. 273512365001 CITY ENGINEER TITLE CERTIFICATE THE UNDERSIGNED, A DULY AUTHORIZED REPRESENTATIVE OF LAND TITLE GUARANTEE COMPANY WHICH IS REGISTERED TO DO BUSINESS WITHIN PITKIN COUNTY, COLORADO, DOES HEREBY CERTIFY THAT THE OWNERS OF (BASIS OF BEARING THE REAL PROPERTY DESCRIBED HEREON HOLD FEE SIMPLE TITLE TO THE PROPERTY FREE AND CLEAR OF LEINS, S74°14'15"E TAXES, AND ENCUMBRANCES EXCEPT FOR THE MATTERS OF RECORD LISTED ON THE TITLE COMMITMENT ISSUED BY LAND TITLE GUARANTEE COMPANY UNDER FILE NO. Q62012373 EFFECTIVE DATE JUNE 3, 2021. ALTHOUGH WE BELIEVE THE FACTS STATED ARE TRUE, THIS CERTIFICATE IS NOT TO BE CONSTRUED AS AN ABSTRACT OF TITLE NOR AN OPINION OF TITLE NOR A GUARANTEE OF TITLE, AND IT IS UNDERSTOOD AND AGREED THAT LAND TITLE GUARANTEE COMPANY NEITHER ASSUMES NOR WILL BE CHARGED WITH ANY FINANCIAL OBLIGATION SURVEYOR CERTIFICATE (IN U.S. SURVEY FEET) WHATSOEVER. 1 inch = 20 ft. I, MARK S. BECKLER, DO HEREBY STATE THAT I AM A REGISTERED LAND SURVEYOR LICENSED UNDER THE STATE OF COLORADO, THAT THIS PLAT IS A TRUE, CORRECT AND COMPLETE PLAT OF THE FINAL SUBDIVISION PLAT OF VANDEMOER LOT 2 SUBDIVISION AS LAID OUT, PLATTED, DEDICATED AND SHOWN HEREON, THAT SUCH PLAT MEETS THE REQUIREMENTS OF A LAND SURVEY PLAT AS SET FORTH IN C.R.S. SECTION 38-51-106, WAS MADE FROM AN ACCURATE SURVEY OF SAID PROPERTY BY ME AND UNDER MY STATE OF COLORADO SUPERVISION AND CORRECTLY SHOWS THE LOCATION AND DIMENSIONS OF THE LOTS, EASEMENTS AND STREETS OF SAID **GENERAL UTILITY NOTES:** SUBDIVISION AS THE SAME ARE STAKED UP THE GROUND IN COMPLIANCE WITH STATE REGULATIONS COVERING THE SUBDIVISION COUNTY OF PITKIN OF LAND. RECORDED EASEMENTS, RIGHTS-OF-WAY AND RESTRICTIONS ARE SHOWN HEREON AND ARE THE SAME AS THOSE SET The locations of underground utilities have been plotted based on utility maps, THE TITLE CERTIFICATE WAS ACKNOWLEDGED BEFORE ME THIS _ DAY OF FORTH IN THE TITLE COMMITMENT PREPARED TITLE COMPANY OF THE ROCKIES COMMITMENT NUMBER 0706274-C2, EFFECTIVE construction/design plans, other information provided by utility companies and actual . 202___, BY AS THE TITLE OFFICER OF DATE JUNE 5TH, 2020 AND COMMITMENT ORDER NUMBER. Q62012373 EFFECTIVE DATE JUNE 3, 2021. SOPRIS ENGINEERING - LLC field locations in some instances. These utilities, as shown, may not represent actual LAND TITLE GUARANTEE COMPANY. field conditions. It is the responsibility of the contractor to contact all utility CIVIL CONSULTANTS IN WITNESS WHEREOF I HAVE SET MY HAND AND SEAL THIS ____ DAY OF _____, 2021 companies for field location of utilities prior to construction. WITNESS MY HAND AND OFFICIAL SEAL 502 MAIN STREET, SUITE A3 IOTICE: ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL CARBONDALE, COLORADO 81623 ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS MARK S. BECKLER, L.S. #28643 BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN (970) 704-0311 SOPRISENG@SOPRISENG.COM 12/9/2021 - 31037.02 - G:\2020\30137 VANDEMOER HILL LOT 2\SURVEY\Survey DWGs\Survey Plots and Exhibits\30137.02 AMENDED PLAT_LOT 2 SPLIT.dwg EARS FROM THE DATE OF CERTIFICATION SHOWN HEREON.





MAIN CHALET SUBGRADE LEVEL: 416 / HABITABLE -76.42 590.0 SQ FT TOTAL WALL 108.4 SQ FT EXPOSED WALL= **18.37% EXPOSURE** 416.0 SQ FT SUBGRADE (18.37%) = 76.42 SQ FT COUNTABLE FA MAIN LVL: HABITABLE -701.4 1118.0 SQ FT 1,118 DECK (EXISTING) - 701.4 (EXEMPT FA) - 15% of 4,590 SQ FT = 688.50 SQ FT DECK FA MAIN DECK: 701.4 (281.2 EXEMPT) = 420.2 5 SQ FT DECK SURFACE 281.2 **EXEMPT TOTAL MAIN DECK - 425.2 SF** STREET FACING 1,118.0 SQ FT COUNTABLE (MAIN) **UPPER LVL:** HABITABLE -"A" 1118.0 SQ FT/ 703.98 SF FA 1,118 360.55 (OPEN LIVING - 360.55) OUTBUILDING "A": (OPEN STAIR - 53.47) 53.47 DECK (EXISTING) - 45 SQ FT "B" (EXEMPT FA) - 15% of 4,490 SQ FT = 688.50 SQ FT, THEREFORE 127.5 0 SQ FT COUNTABLE **OUTBUILDING "B":** 703.98 SQ FT COUNTABLE (UPPER) 86.6 **DECK TOTALS: ROOF (OVERHANGS):** ALLOWABLE FA - 688.5 SF COUNTABLE FA -86.6 SQ FT + 5 SF UPPER DECK = 91.6 281.2 (EXM)/ 425.2 SF MAIN **OVERHANG 4'-6" AROUND CHALET** 45 SF UPPER 4' OVERHANG ALLOWABLE FOR FA 86.6 ROOF OVERHANG

EXEMPTION. THEREFORE 6"

= 0 SQ FT

PERIMETER SURROUND COUNTABLE

MAIN CHALET TOTAL: OUTBUILDINGS TOTAL: HABITABLE -"A" HABITABLE -76.42 (L) + 1118 (M) + 703.98 (U) = 1,898.4 SQ FT(DECK EXEMPT FA) - 15% of 4,490 SQ FT = 688.5 SQ FT

L-----

DECK (EXIST) - 746.4 SQ FT / 281.2 SF EXEMPT = 465.2 SF "B" HABITABLE -127.5 SQ FT ROOF / DECK OVERHANG = 5 + 86.6 = 91.6 SQ FT 556.8 SQ FT DECK / = O FA COUNTABLE (131.7 SF UNDER) 381.5 SQ FT COUNTABLE (TOTAL) 2,279.9 SQ FT COUNTABLE (TOTAL)

> FA TOTAL USED FOR 18,000 SF LOT R-6 ZONING: 4,490 SF POSSIBLE 2,279.9 SQ FT FA USED / 2,210.1 SQ FT FA AVAILABLE

3 EXISTING (R-6 - 18,000 SF LOT) FLOOR AREA CONDITIONS: 949 SMUGGLER

T SMUGGLER RESIDENCE" 949 WEST "CHALET

Owner: Mr. Chris Vandemoer, Manager 949 West Smuggler Aspen, CO 81611 **LAND PLANNING** Haas Land Planning LLC 240 East Main Street, Suite 220 E: mitch@hlpaspen.com Contact: Mitch Haas, Principal PROJECT DESIGNER CITY OF ASPEN REPRESENTATIVE 1 Friday Design PO BOX 7928 Aspen, Colorado 81612 T: 970.309.0695 www.1friday.com LAND SURVEY ENGINEER Sopris Engineering Inc. 502 Main Street, Suite A-3 **CIVIL ENGINEER** 923 Cooper Avenue, Suite 201 Glenwood Springs, CO 81601 T: 970.945.5252 www.bu-inc.com FOR CITY OF ASPENUSE DATE ISSUANCE

254 SF

127.5 SF

THEREFORE,

254 SQ FT

556.8 SQ FT USED

131.7 SF UNDER / 0 SF FA

01 HPC- ASPEN MODERN NEGOTIATION COA - 949 W SMUGGLER

PROJECT # 949 SMUG

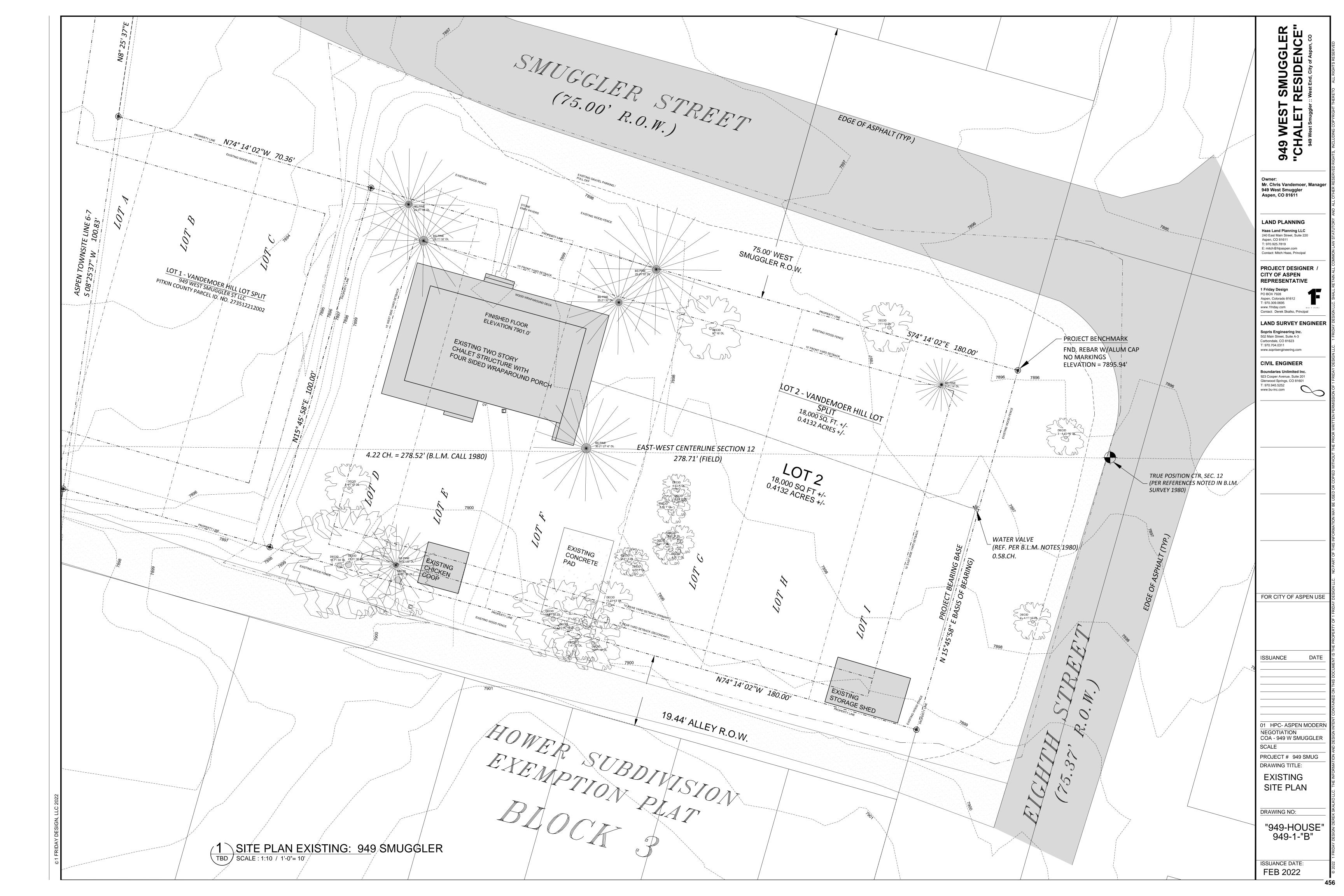
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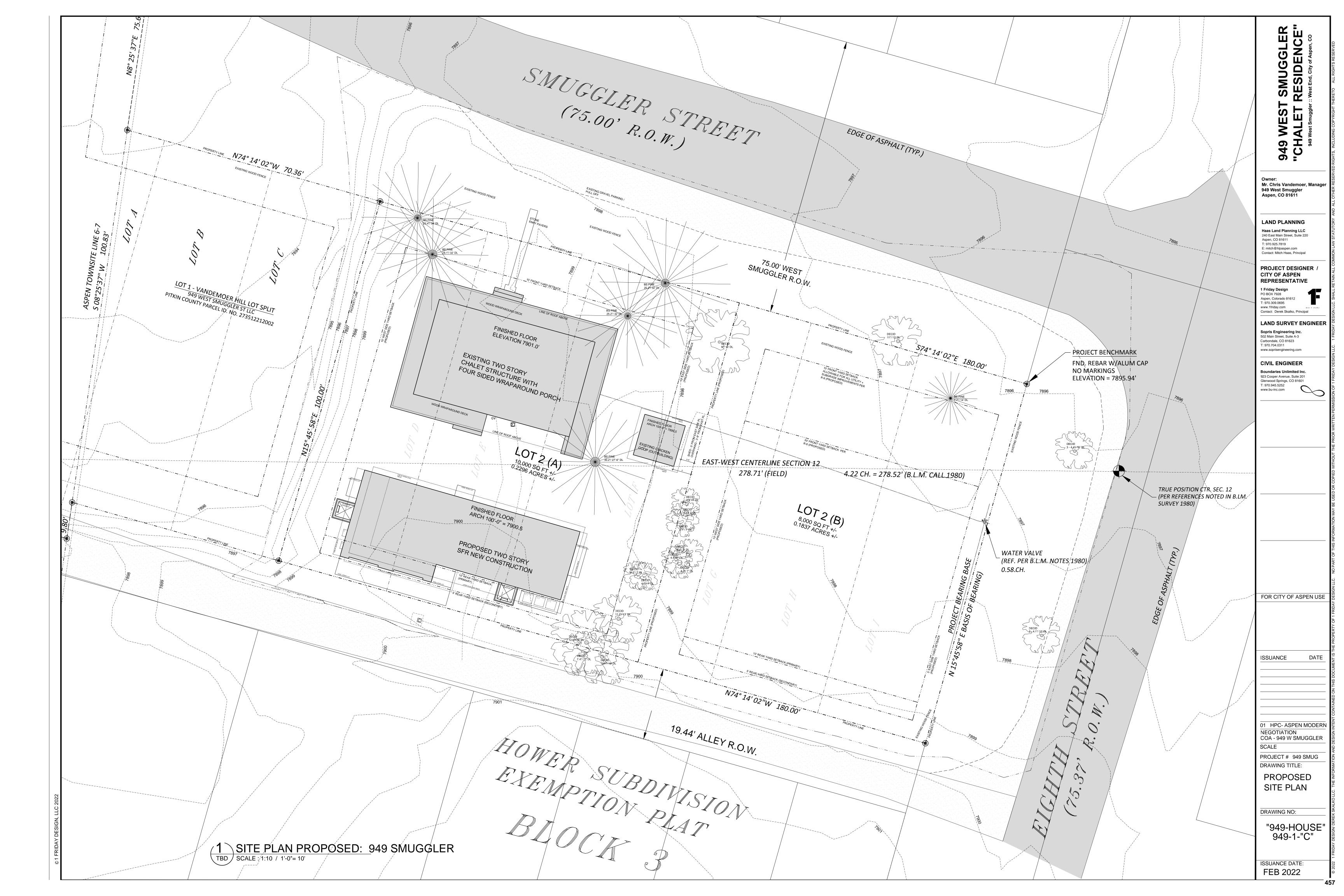
CONCEPTUAL SITE PLANS PROPOSED

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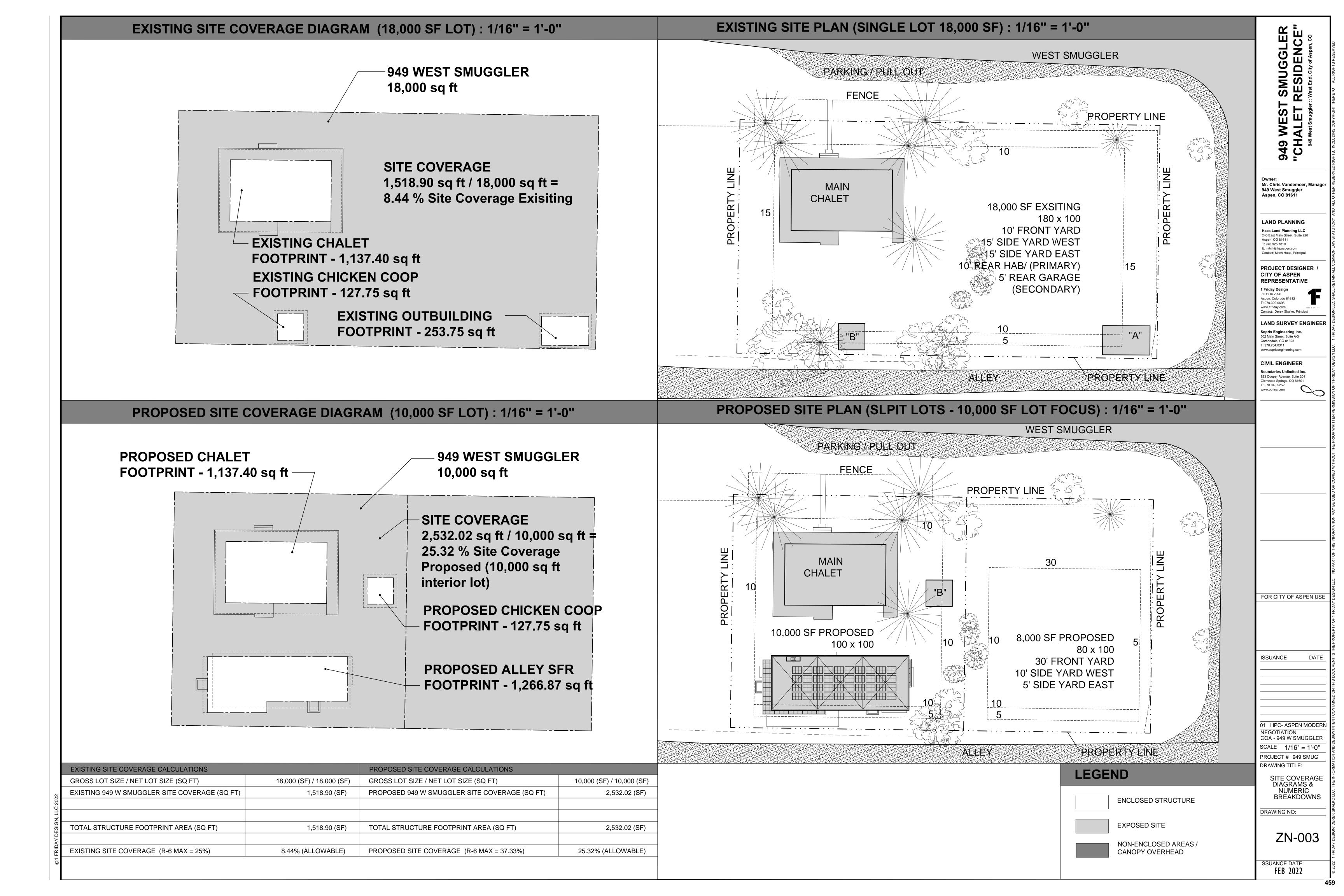
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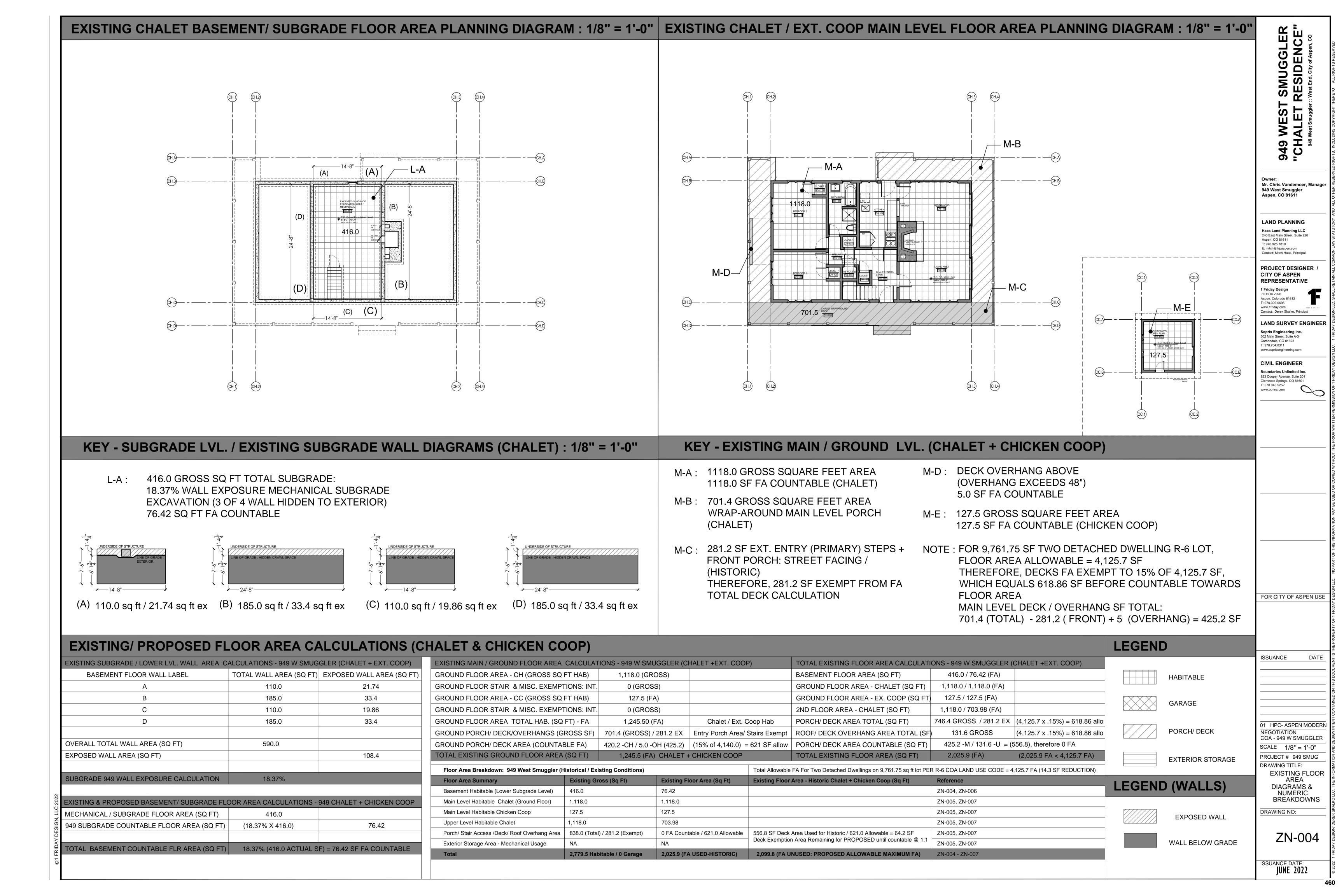
ISSUANCE DATE: **JUNE 2022**

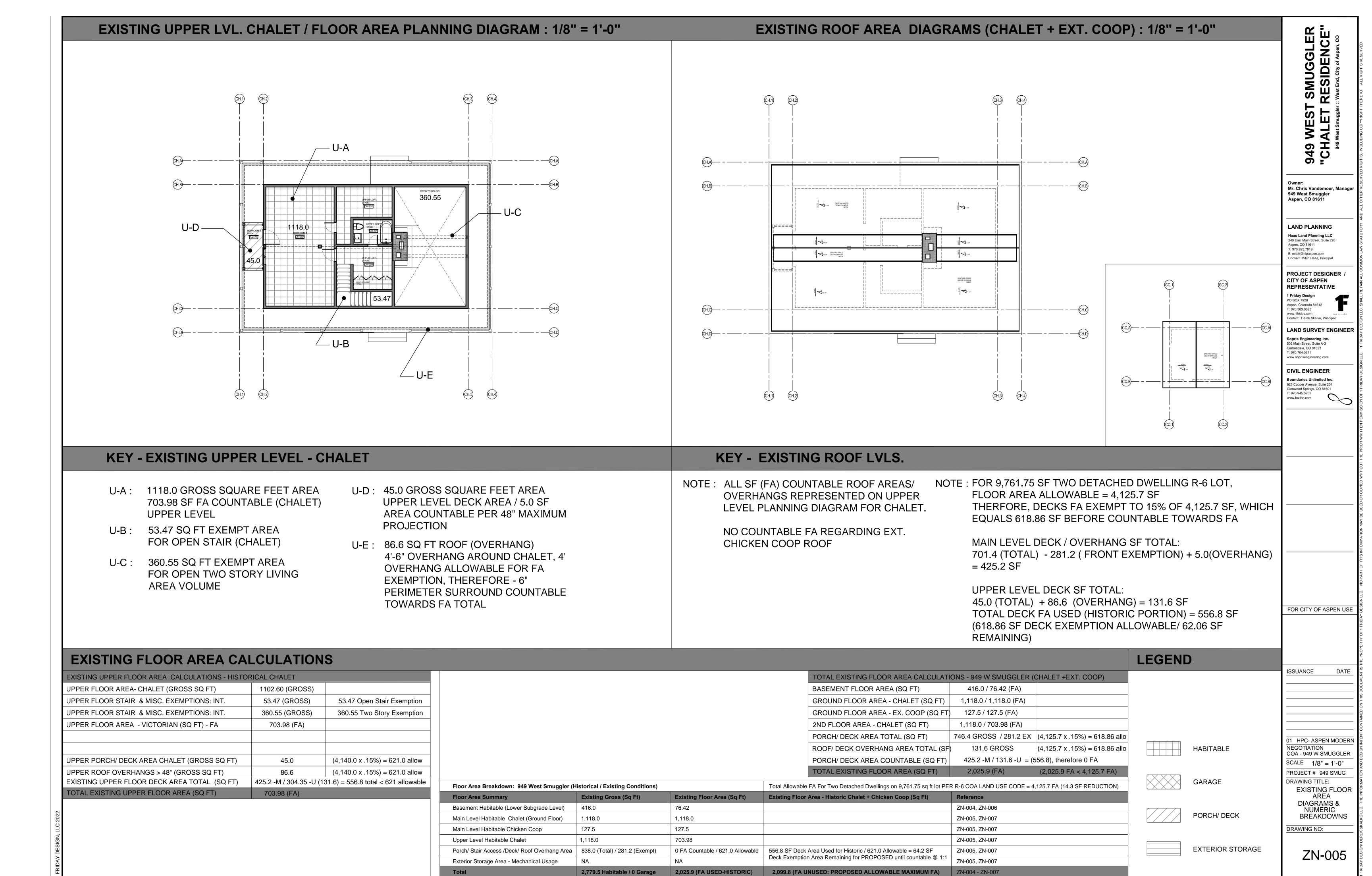








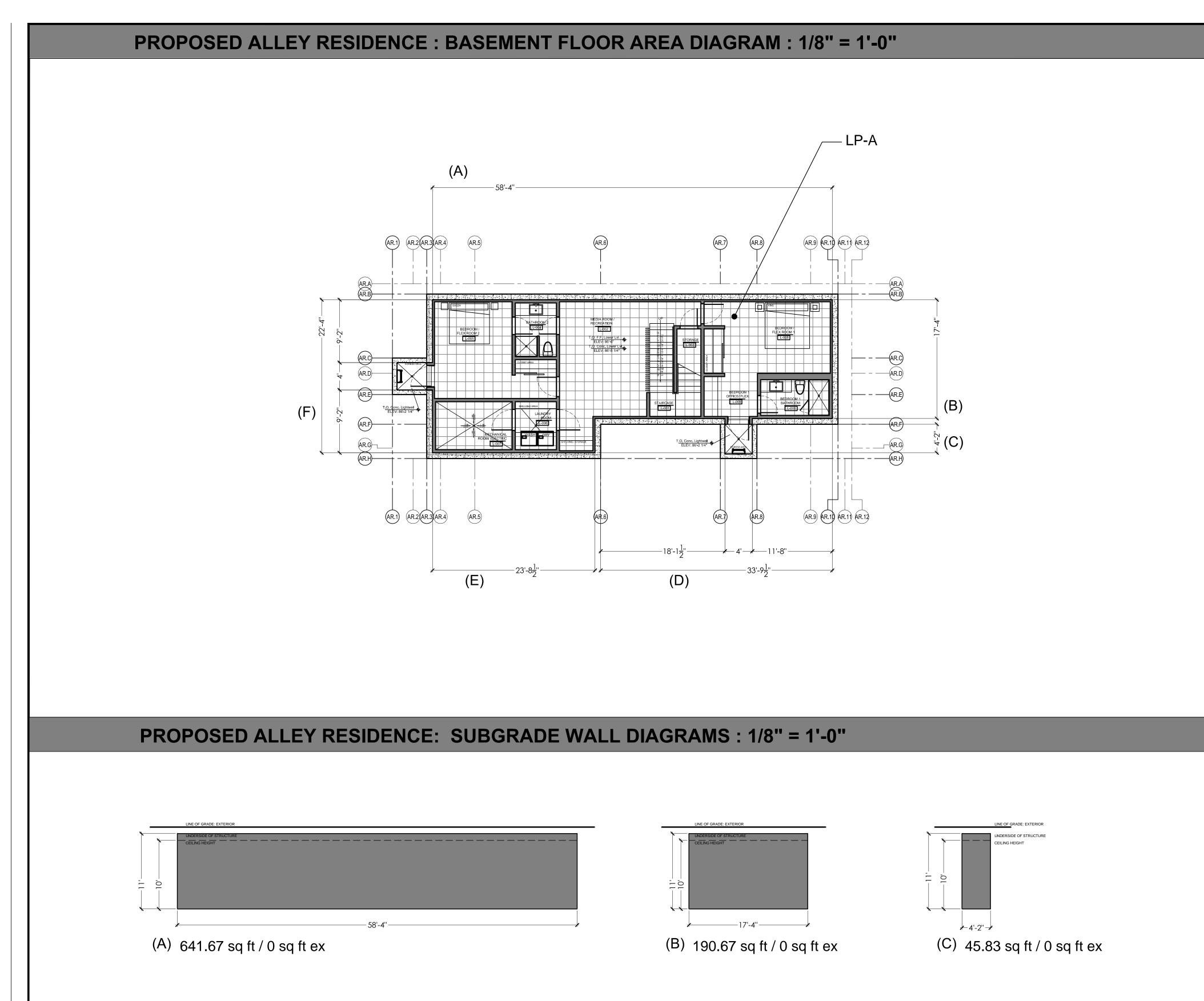




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ISSUANCE DATE

JUNE 2022



(E) 260.80 sq ft / 0 sq ft ex

(D) 371.71 sq ft / 44.0 sq ft ex

PROPOSED FLOOR AREA CALCULATIONS

PROPOSED (SUBGRADE) BASEMENT FLOOR EXPOSED WALL CALCULATIONS - 949 WEST SMUGGLER

LP-A: 1,266.85 GROSS SQUARE FEET TOTAL SUBGRADE PERIMETER CONSTRUCTION: 5.01% SUBGRADE WALL EXPOSURE, THEREFORE

63.47 SQ FT FA COUNTABLE

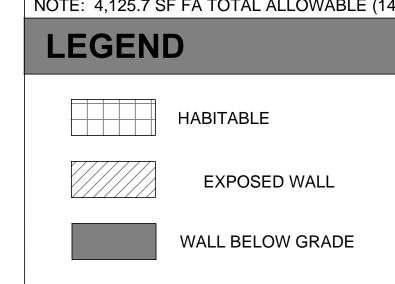
PROPOSED (SUBGRADE) BASEMENT FLOOR EX	POSED WALL CALCULATIONS -	949 WEST SMUGGLER
BASEMENT FLOOR WALL LABEL	TOTAL WALL AREA (SQ FT)	EXPOSED WALL AREA (SQ FT)
А	641.67	0
В	190.67	0
С	45.83	0
D	371.71	44
E	260.80	0
F	245.67	44
OVERALL TOTAL WALL AREA (SQ FT)	1,756.35	
EXPOSED WALL AREA (SQ FT)		88.0
% OF EXPOSED WALL (EXPOSED / TOTAL)	5.01%	
PROPOSED SUBGRADE FA CALCULATION	5.01% (1,266.85 ACTUAL S	F) = 63.47 SF FA COUNTABLE

$\bigcap T \Lambda I$	DACEMENT COLINTADI E ELOOD ADEA (CO ET)	62 47 EA

TOTAL PROPOSED ALLEY RESIDENCE FLOOR	OTAL PROPOSED ALLEY RESIDENCE FLOOR AREA CALCULATIONS					
BASEMENT FLOOR AREA (SQ FT)	1,266.85 / 63.47 (FA)					
GROUND MAIN FLOOR AREA (SQ FT)	669.78 / 669.78 (FA)					
GARAGE FLOOR AREA - ALLEY (SQ FT)	288.86 / 19.43 (FA)					
GARAGE FLOOR AREA - CHALET (SQ FT)	300.76 / 25.38 (FA)					
2ND FLOOR / UPPER LEVEL AREA (SQ FT)	1,027.14 / 940.55 (FA)					
PORCH/ DECK/ OVERHANGS AREA (SQ FT)	420.38 total / 358.32 (FA)	(4,125.7 x .15%) = 618.86 allowable				
TOTAL PROPOSED FLOOR AREA (SQ FT)	2,076.93 (FA) for Proposed Alley Residence Utilized					

TOTAL PROJECT FLOOR AREA IF APPROVED 2,076.93 FA (AR) + 2,025.9 (HISTORIC) = 4,102.83 SF FA TOTAL

NOTE: 4,125.7 SF FA TOTAL ALLOWABLE (14.3 SF LOT REDUCTION - LOT SIZE 9,761.75 SQ FT)



9'-2" 4' 9'-2"

(F) 245.67 sq ft / 44.0 sq ft ex

ISSUANCE DATE 01 HPC- ASPEN MODERN

FOR CITY OF ASPEN USE

949 "CH

Owner: Mr. Chris Vandemoer, Manager 949 West Smuggler Aspen, CO 81611

LAND PLANNING

Haas Land Planning LLC 240 East Main Street, Suite 220 Aspen, CO 81611

E: mitch@hlpaspen.com Contact: Mitch Haas, Principal

PROJECT DESIGNER

Contact: Derek Skalko, Principal

LAND SURVEY ENGINEER

CITY OF ASPEN REPRESENTATIVE

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COA - 949 W SMUGGLER SCALE 1/8" = 1'-0" PROJECT # 949 SMUG

PROPOSED FLOOR AREA DIAGRAMS & NUMERIC BREAKDOWNS

DRAWING NO:

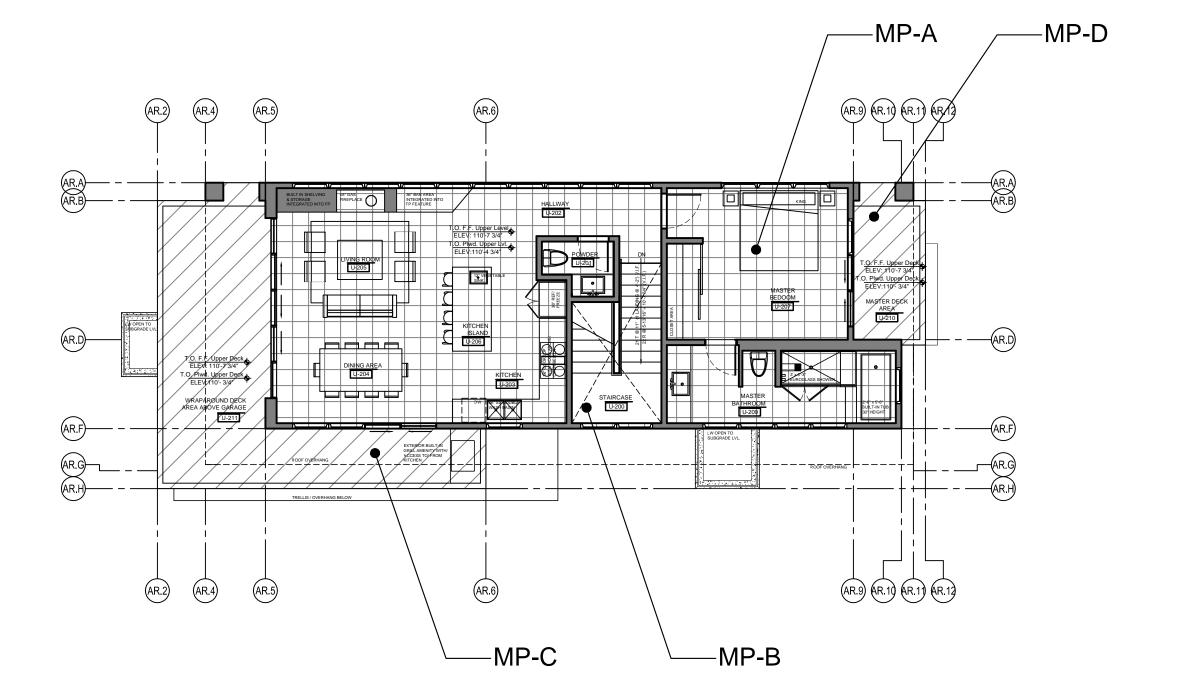
ZN-006

JUNE 2022

-MP-C -MP-A -MP-B AR.F)— T.O. Conc. Garage ELEV: 100-0" T.O. Plwd, Garage ELEV: 99'-5"

PROPOSED ALLEY RESIDENCE MAIN FLOOR AREA PLANNING DIAGRAM: 1/8" = 1'-0"

PROPOSED ALLEY RESIDENCE UPPER FLOOR AREA PLANNING DIAGRAM: 1/8" = 1'-0"



KEY - PROPOSED ALLEY RESIDENCE MAIN LEVEL

669.78 GROSS SQ FT AREA 669.78 SF FA COUNTABLE MAIN LVL. ALLEY RESIDENCE

MP-B: 288.86 SF GARAGE (DEDICATED TO

PROPOSED ALLEY RESIDNCE) 1st 250 SF EXEMPT

2nd 250 SF @ 1/2 = 38.86 SF 19.43 SF FA COUNTABLE

MP-C: 300.76 SF GARAGE (DEDICATED TO

EXISTING HISTORIC CHALET)

1st 250 SF EXEMPT 2nd 250 SF @ 1/2 = 50.76 SF 25.38 SF FA COUNTABLE

-MP-D

MP-D: 20.0 SQ FT EXTERIOR OVERHANG PROJECTION - 48" BEYOND **EXTERIOR WALL CONDITION** (COUNTABLE TOWARDS FA)

KEY - PROPOSED ALLEY RESIDENCE UPPER LEVELS

1,027.14 GROSS SQUARE FEET AREA UP-A:

940.55 SF FA COUNTABLE

86.59 SQ FT EXEMPT AREA

FOR OPEN STAIR (ALLEY RESIDENCE)

322.48 GROSS SQUARE FEET AREA

LIVING / DINING DECK

77.9 GROSS SQUARE FEET AREA

MASTER BEDROOM DECK

NOTE: FOR 9.761.75 SF TWO DETACHED DWELLING R-6 LOT,

FLOOR AREA ALLOWABLE = 4,125.7 SF THEREFORE, DECKS FA EXEMPT TO 15% OF 4,125.7 SF, WHICH EQUALS 618.86 SF

BEFORE COUNTABLE TOWARDS FA

MAIN LEVEL DECK / OVERHANG SF TOTAL:

0 (TOTAL DECK) + 20.0 (48" + OVERHANG) = 20.0 SF

UPPER LEVEL DECK SF TOTAL: 400.38 (TOTAL DECK) = 400.38 SF

TOTAL DECK FA USED (HISTORIC PORTION) = 556.8 SF (618.86 SF DECK EXEMPTION ALLOWABLE/ 62.06 SF

REMAINING)

THEREFORE; 20.0 + 400.38 = 420.38 SF DECK AREA USED TOWARDS ALLEY RESIDENCE / 420.38 (PR) - 62.06 (BALANCE) DECK FLOOR AREA = 358.32 SF (COUNTABLE FA)

LEGEND

PROPOSED ALLEY RESIDENCE FLOOR AREA CALCULATIONS

PROPOSED ALLEY RESIDENCE MAIN LEVEL / GROUND FLOOR AREA CALCULATIONS							
GROUND FLOOR AREA (GROSS SQ FT HAB)	669.78 (GROSS)						
GROUND FLOOR STAIR & MISC. EXEMPTIONS: INT.	0	All SF 1:1 Countable					
GROUND FLOOR AREA (SQ FT) - FA	669.78 (FA)						
GARAGE (PROPOSED)FLOOR AREA (GROSS SQ FT)	288.86 (GROSS)	Standard R-6 Zoning Allowance					
GARAGE (PROPOSED) FLOOR AREA (SQ FT) - FA	19.43 (FA)	1st 250 Exempt / 2nd 250 - 50%					
GARAGE (CHALET) FLOOR AREA (GROSS SQ FT)	300.76 (GROSS)	Standard R-6 Zoning Allowance					
GARAGE (CHALET) FLOOR AREA (SQ FT) - FA	25.38 (FA)	1st 250 Exempt / 2nd 250 - 50%					
GROUND PORCH/ DECK AREA (GROSS SQ FT)	62.06 (Exemption Remaining)	618.86 Lot Total Allowable					
GROUND OVERHANG AREAS (COUNTABLE FA)	20.0 (Countable Towards FA)	618.86 Lot Total Allowable					
TOTAL DRODOCED CROUND FLOOD AREA (CO ET)	609 76 (EA) / 20 SE towards 62 06 Dook Examption						

\sim					
2022	PROPOSED ALLEY RESIDENCE UPPER FLOOR AREA CALCULATIONS				
۱, LLC	UPPER FLOOR AREA- FRONT (GROSS SQ FT HAB)	1,027.14 (GROSS)			
Y DESIGN	UPPER FLOOR STAIR & MISC. EXEMPTIONS: INT.	86.59 (GROSS)	86.59 Open Stair Exemption		
	UPPER FLOOR AREA - (SQ FT) - FA	940.55 (FA)			
FRIDA	UPPER PORCH/ DECK AREA (GROSS SQ FT)	400.38 (GROSS)	618.86 Lot Total Allowable		
©1 F	UPPER PORCH/ DECK AREA (FA)	338.32 (FA)	618.86 Lot Total Allowable		
	TOTAL PROPOSED LIPPER FLOOR AREA (SO ET)	940.55 (FA) Habitable / 338.	32 (FA) towards Deck Exemption		

TOTAL PROPOSED ALLEY RESIDENCE FLOOR AREA CALCULATIONS BASEMENT FLOOR AREA (SQ FT) 1,266.85 / 63.47 (FA) GROUND MAIN FLOOR AREA (SQ FT) 669.78 / 669.78 (FA) GARAGE FLOOR AREA - ALLEY (SQ FT) 288.86 / 19.43 (FA) GARAGE FLOOR AREA - CHALET (SQ FT) 300.76 / 25.38 (FA) 2ND FLOOR/ UPPER LEVEL AREA (SQ FT) 1,027.14 / 940.55 (FA) 420.38 total / 358.32 (FA) (4,125.7 x .15%) = 618.86 allowablePORCH/ DECK/ OVERHANGS AREA (SQ FT) 2,076.93 (FA) for Proposed Alley Residence Utilized TOTAL PROPOSED FLOOR AREA (SQ FT) TOTAL PROJECT FLOOR AREA IF APPROVED 2,076.93 FA (AR) + 2,025.9 (HISTORIC) = 4,102.83 SF FA TOTAL

Floor Area Breakdown: 949 West Smuggler (Proposed Alley Residence)		Total Allowable FA For Two Detached Dwellings on 9,761.75 sq ft lot PER R-6 COA LAND USE CODE = 4,125.7 FA (14.3 SF REDUCTION)		
Floor Area Summary	Proposed Gross (Sq Ft)	Proposed Floor Area (Sq Ft)	Proposed Floor Area - Alley Residence (Sq Ft)	Reference
Basement Habitable (Lower Subgrade Level)	1,266.85	63.47		ZN-004, ZN-006
Main Level Habitable (Ground Floor)	669.78	669.78		ZN-005, ZN-007
Garage (Alley Residence Dedicated)	288.86	19.43	Each dedicated Side per R-6: 1st 250 sf exempt / 2nd 250 sf @ 1/2	ZN-005, ZN-007
Garage (Historical Chalet Dedicated)	300.76	25.38	Each dedicated Side per R-6: 1st 250 sf exempt / 2nd 250 sf @ 1/2	ZN-005, ZN-007
Upper Level Habitable	1,027.14	940.55	556.8 SF Deck Area Used for Historic / 618.86 Allowable = 62.06 SF Deck Exemption Area Remaining for PROPOSED until countable @ 1:1 Proposed Total (433.38 - 62.06 Remaining FA) = 358.32 FA Countable	ZN-005, ZN-007
Porch/ Stair Access /Deck/ Roof Overhang Area	420.38 (Total) / 358.32 (Countable)	62.06 FA Remaining / 358.32 Used		ZN-005, ZN-007
Total	2,963.74 Habitable / 589.62 Garage	2,076.93 (FA PROPOSED - ALLEY)	4,102.83 SF FA TOTAL PROJECT PROPOSED / 4,125.7 ALLOWABLE	ZN-004 - ZN-007

HABITABLE GARAGE

PORCH/ DECK

EXTERIOR STORAGE

JUNE 2022

949 "CH

Owner: Mr. Chris Vandemoer, Manager

949 West Smuggler Aspen, CO 81611

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Contact: Mitch Haas, Principa

PROJECT DESIGNER **CITY OF ASPEN REPRESENTATIVE**

Contact: Derek Skalko, Principal

Sopris Engineering Inc 502 Main Street, Suite A-3

Carbondale, CO 81623

CIVIL ENGINEER

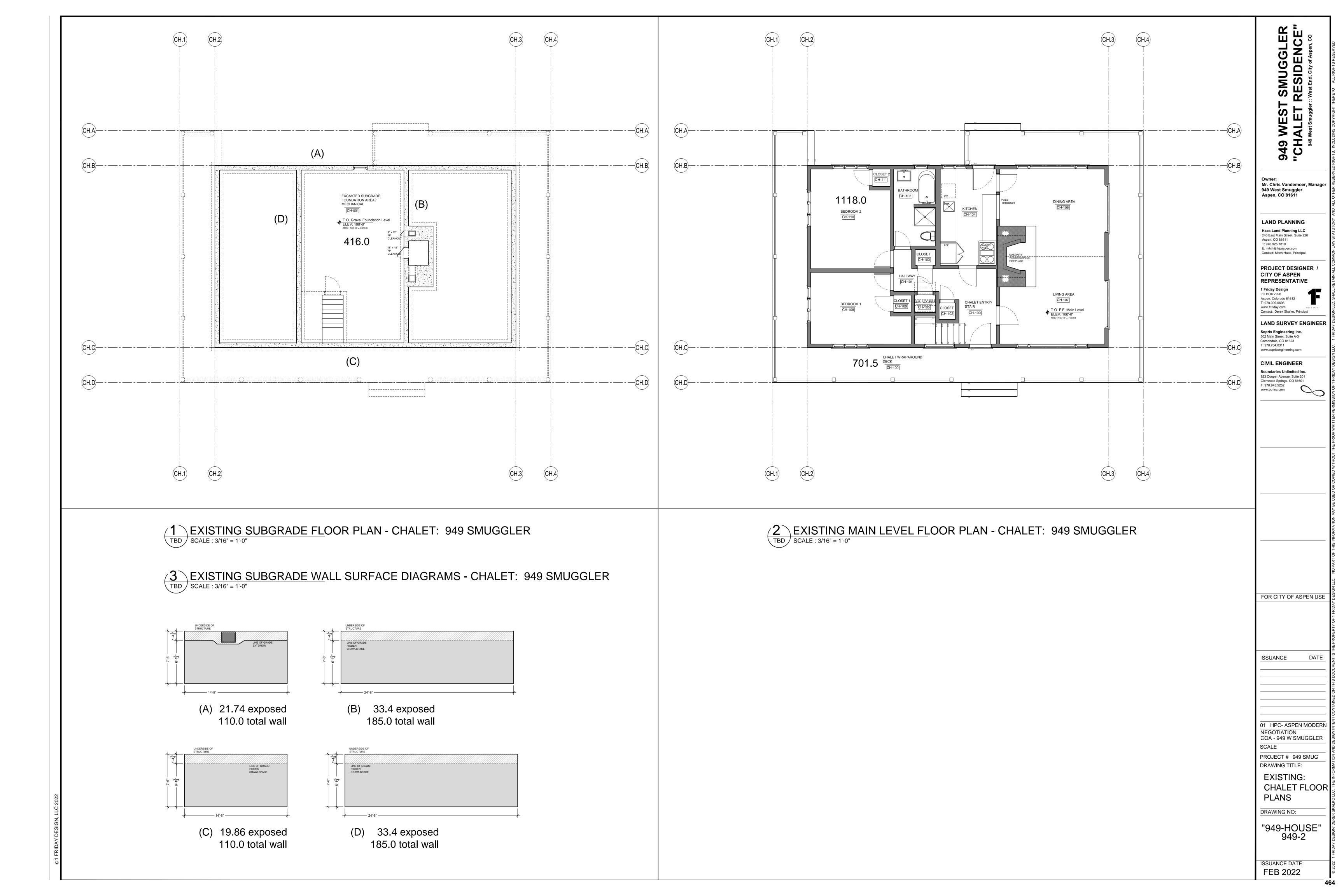
Glenwood Springs, CO 81601

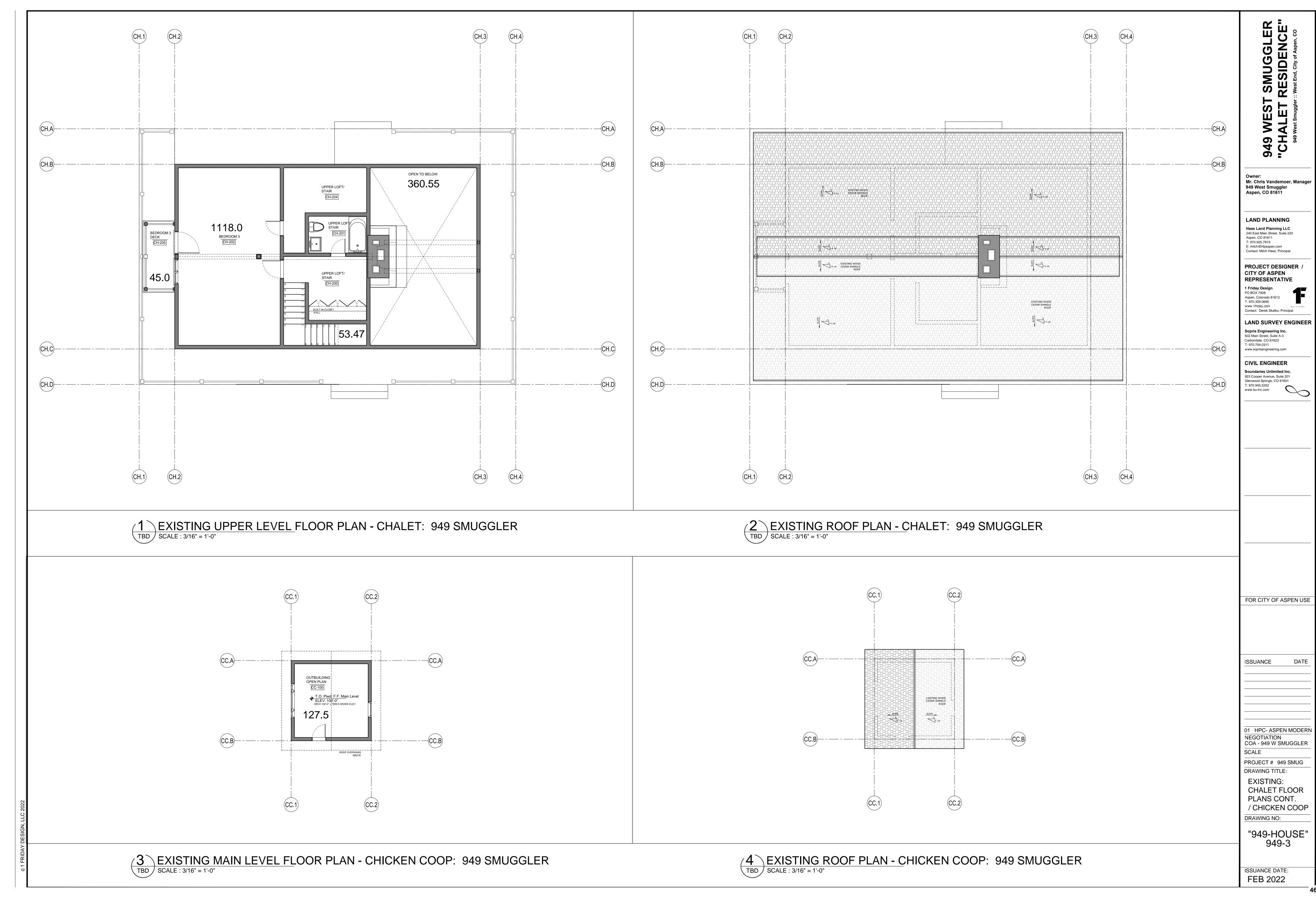
FOR CITY OF ASPEN USE

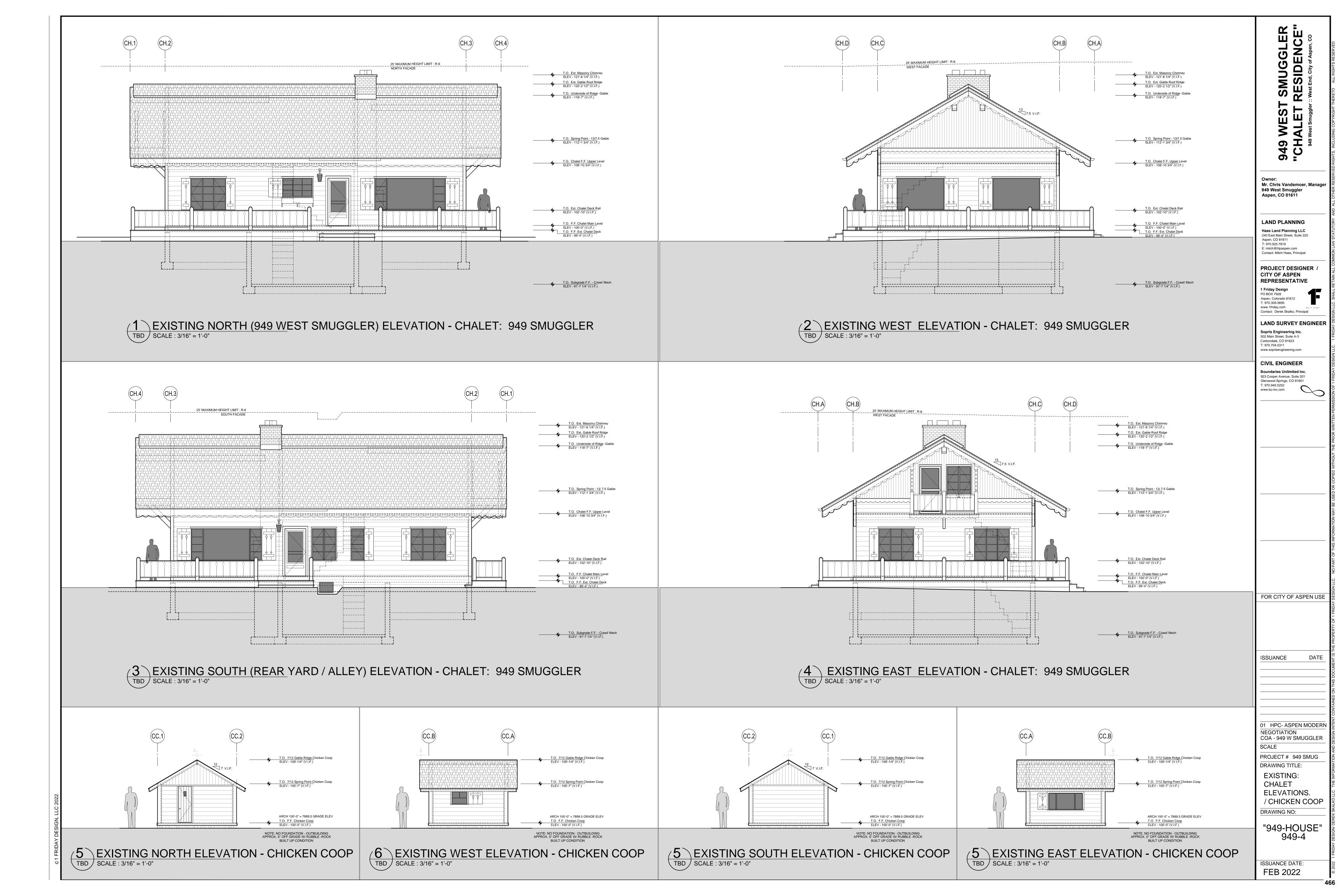
ISSUANCE

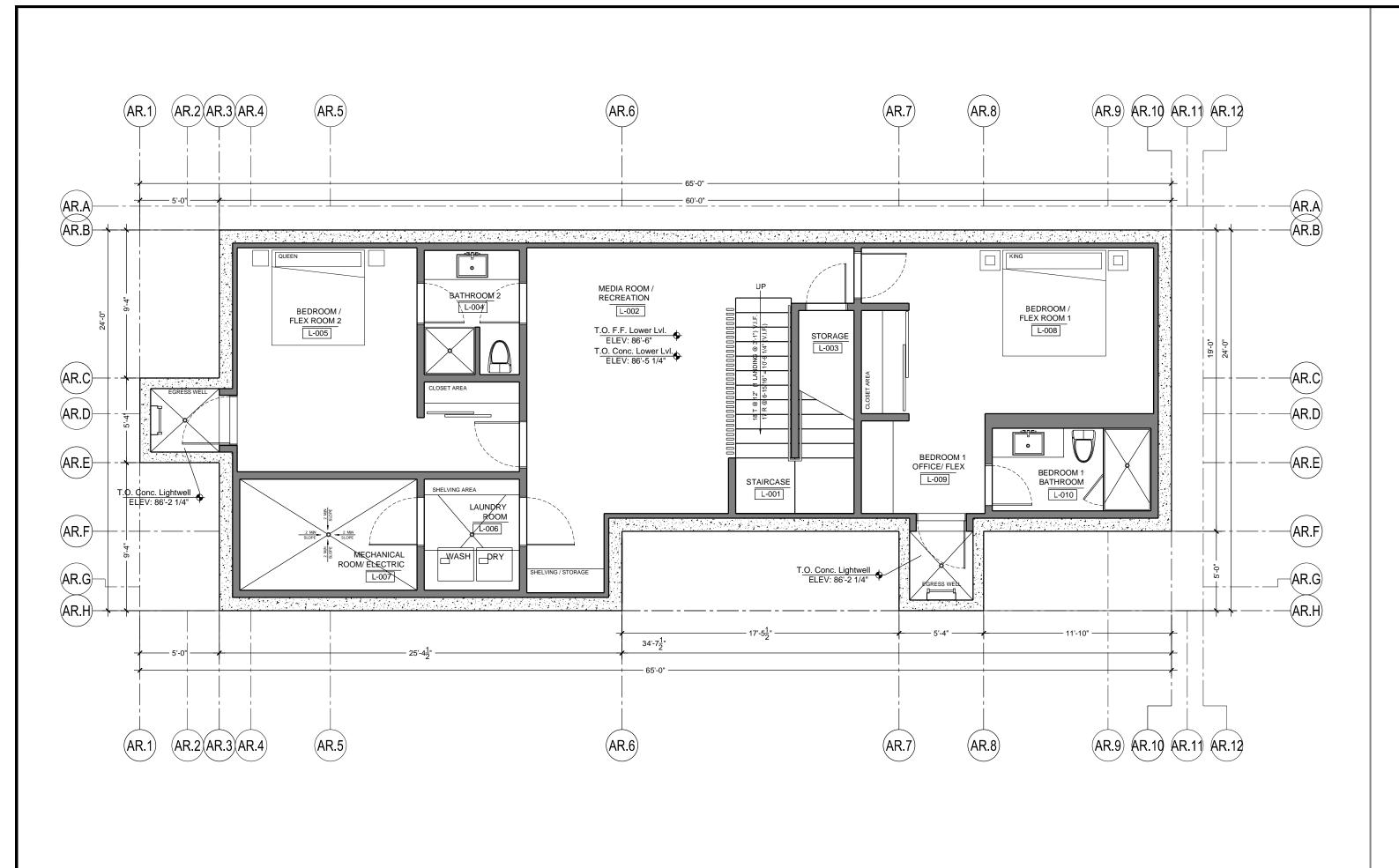
01 HPC- ASPEN MODERN NEGOTIATION COA - 949 W SMUGGLER SCALE 1/8" = 1'-0" PROJECT # 949 SMUG **DRAWING TITLE:** PROPOSED FLOOR AREA

DIAGRAMS & NUMERIC **BREAKDOWNS** DRAWING NO: ZN-007



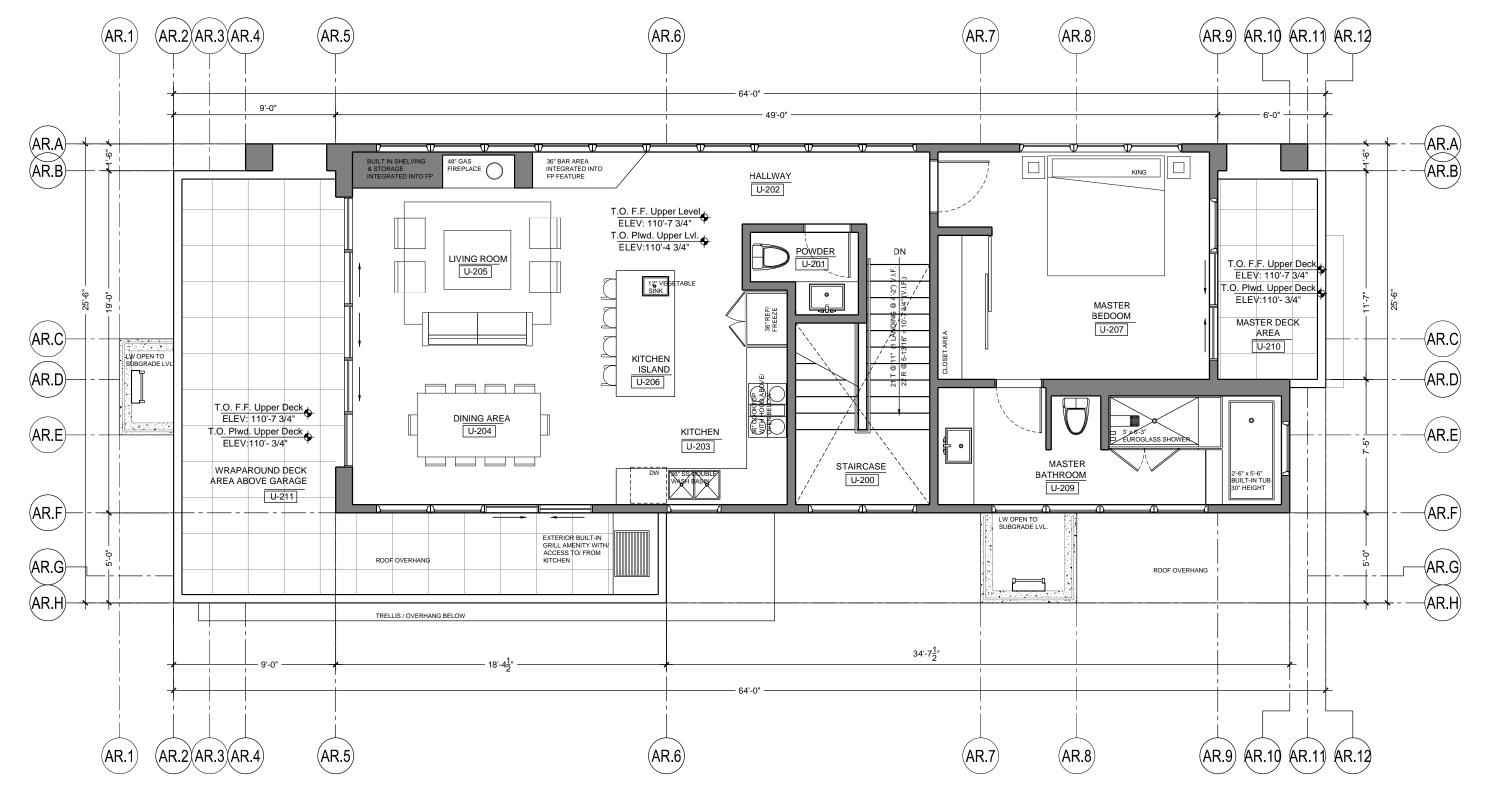




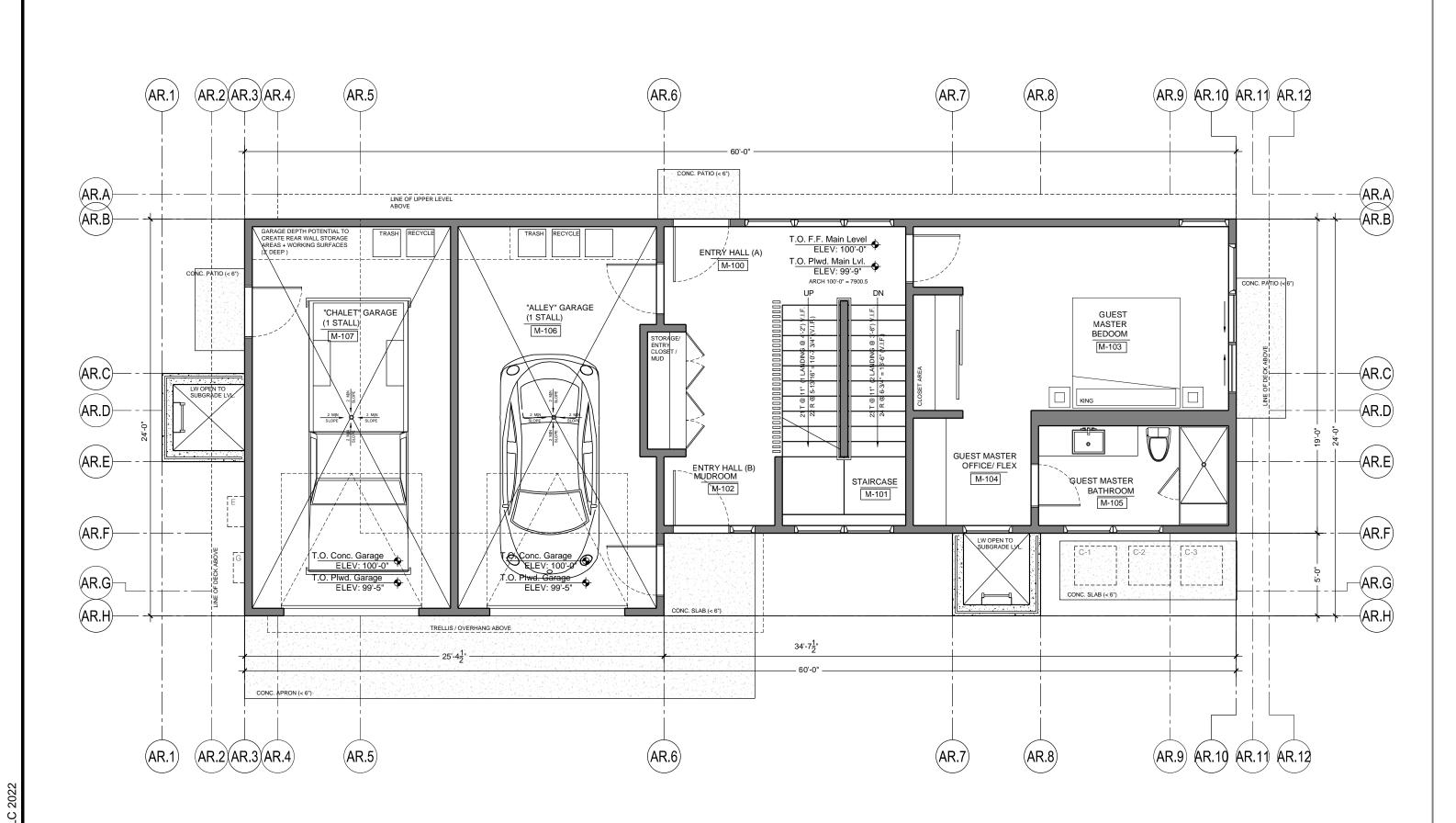


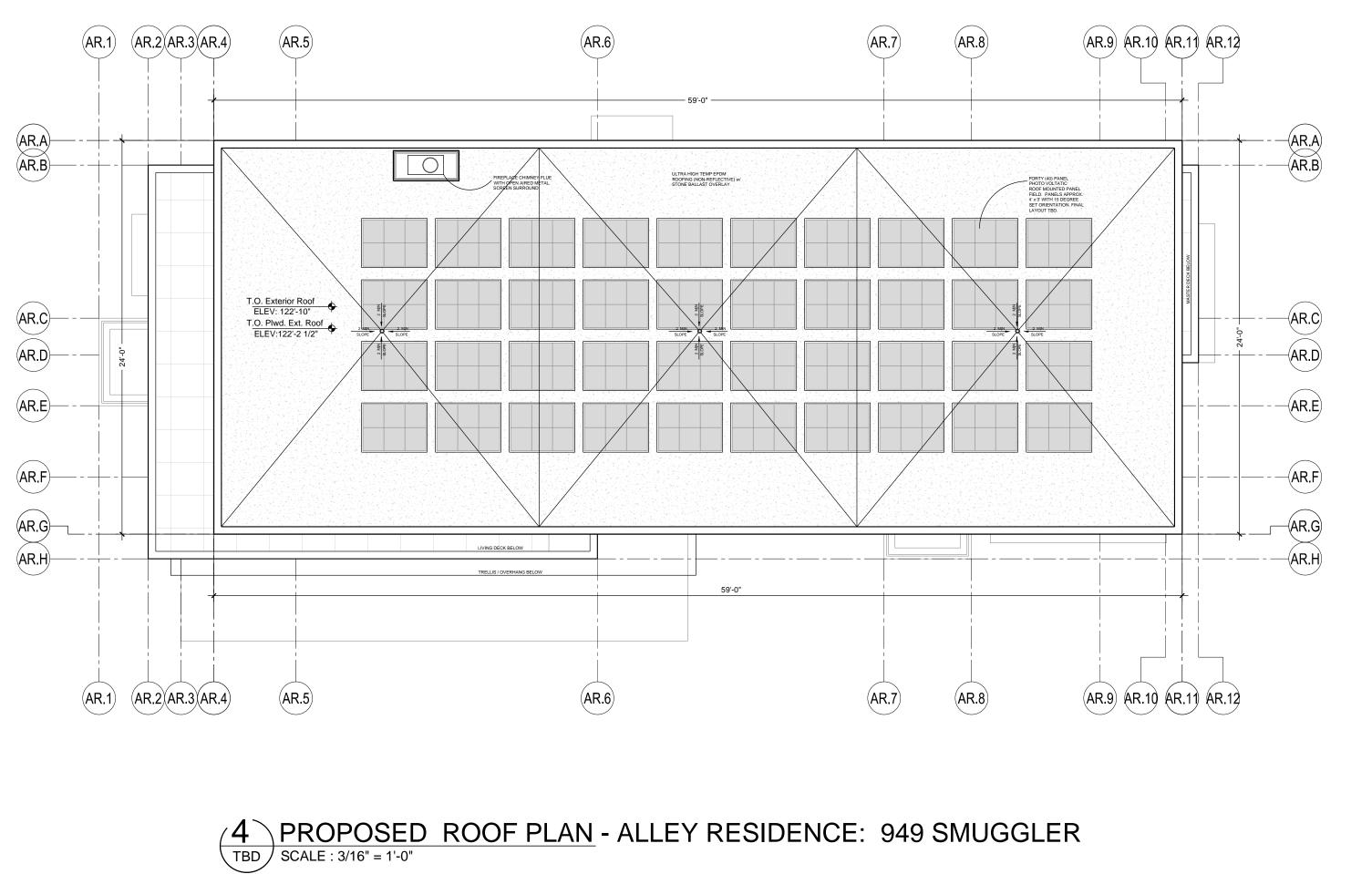
\PROPOSED LOWER / SUBGRADE FLOOR PLAN - ALLEY RESIDENCE: 949 SMUGGLER

TBD | SCALE : 3/16" = 1'-0"



PROPOSED UPPER LEVEL FLOOR PLAN - ALLEY RESIDENCE: 949 SMUGGLER SCALE: 3/16" = 1'-0"





PROPOSED MAIN / ENTRY LEVEL FLOOR PLAN - ALLEY RESIDENCE: 949 SMUGGLER

SCALE: 3/16" = 1'-0"

949 "CH,

Owner: Mr. Chris Vandemoer, Manager 949 West Smuggler Aspen, CO 81611

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FOR CITY OF ASPEN USE

01 HPC- ASPEN MODERN

COA - 949 W SMUGGLER

PROJECT # 949 SMUG

ALLEY RESIDENCE

"949-HOUSE"

949-5

NEGOTIATION

DRAWING TITLE: PROPOSED:

FLOOR PLANS

DRAWING NO:

ISSUANCE DATE: FEB 2022

SCALE

ISSUANCE

DATE

LAND SURVEY ENGINEER

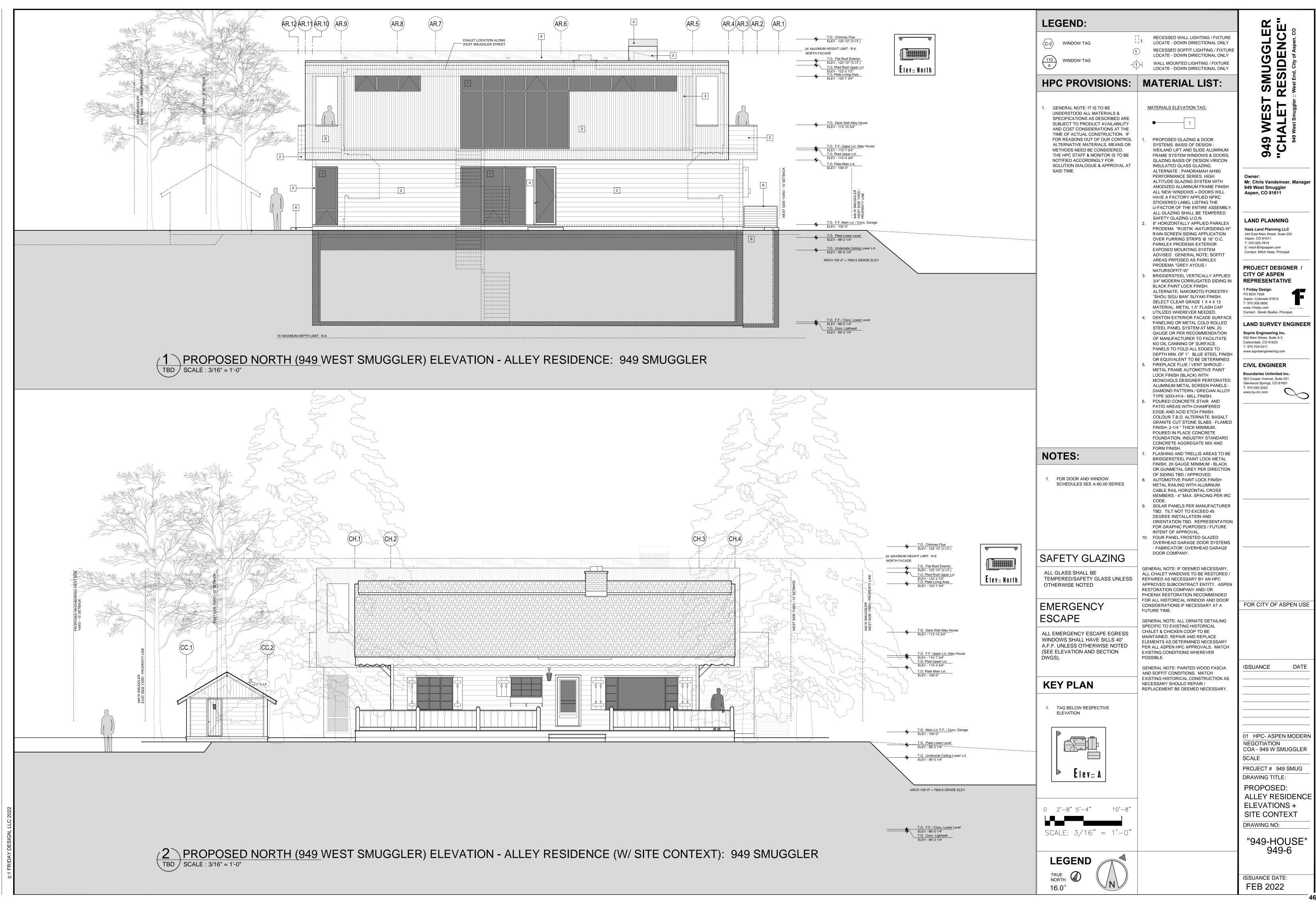
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240 East Main Street, Suite 220





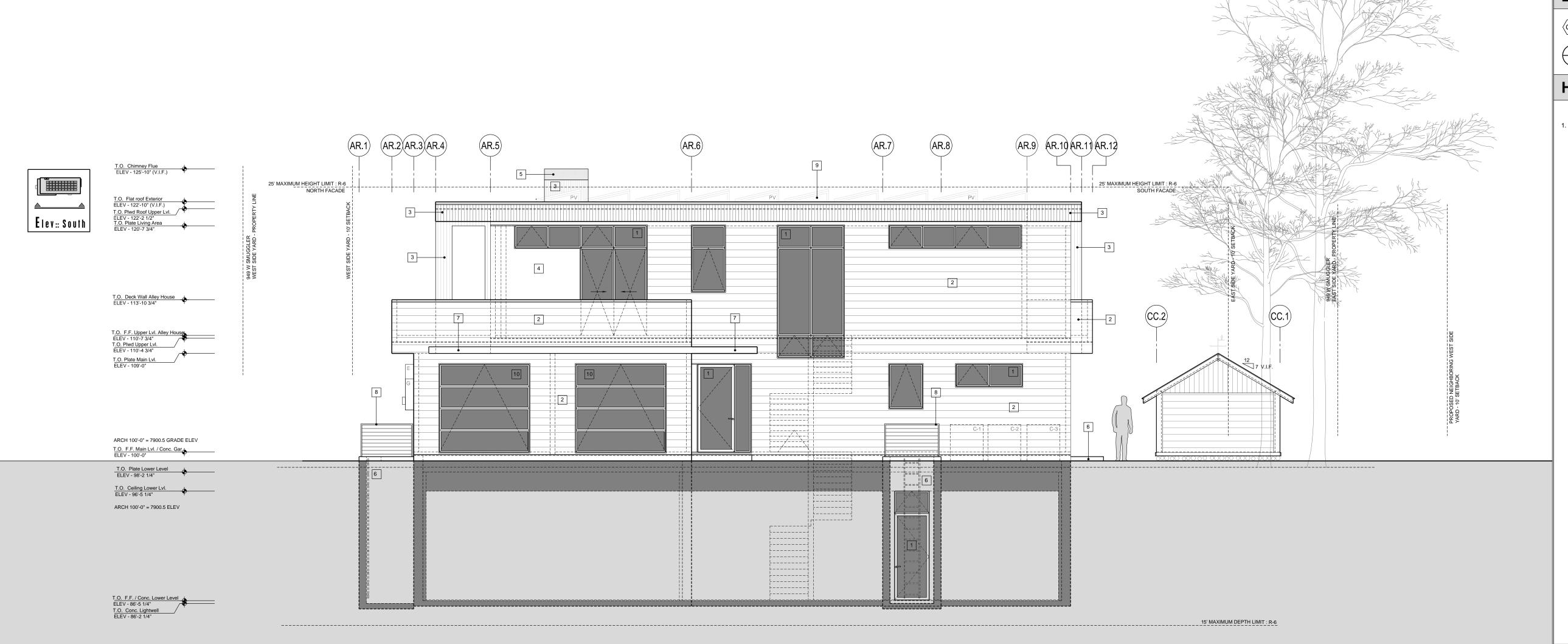
Mr. Chris Vandemoer, Manager

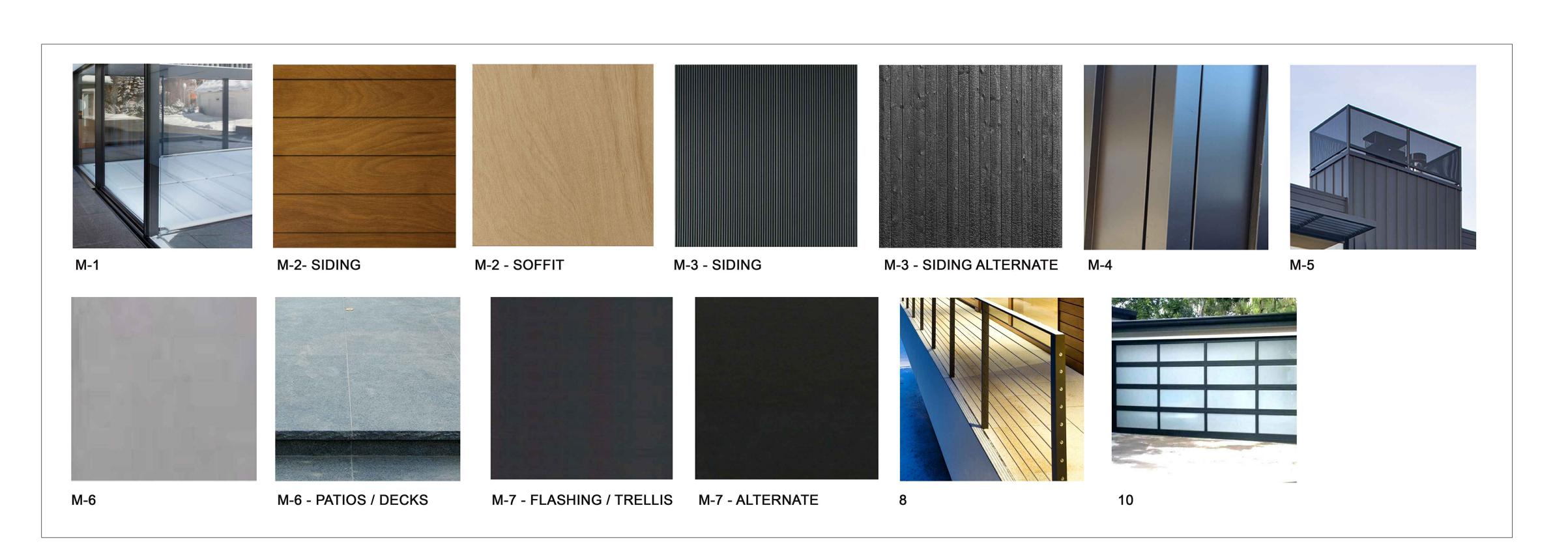
16.0°

FOR CITY OF ASPEN USE

01 HPC- ASPEN MODERN

FEB 2022





1 PROPOSED SOUTH (REAR YARD / ALLEY) ELEVATION - ALLEY RESIDENCE: 949 SMUGGLER

TBD | SCALE : 3/16" = 1'-0"

PROPOSED MATERIALS KEY - ALLEY RESIDENCE: 949 SMUGGLER
SCALE: NO SCALE

LEGEND:

C-2 WINDOW TAG

WINDOW TAG

RECESSED WALL LIGHTING / FIXTURE

LOCATE - DOWN DIRECTIONAL ONLY RECESSED SOFFIT LIGHTING / FIXTURE LOCATE - DOWN DIRECTIONAL ONLY WALL MOUNTED LIGHTING / FIXTURE LOCATE - DOWN DIRECTIONAL ONLY

HPC PROVISIONS: MATERIAL LIST:

GENERAL NOTE: IT IS TO BE UNDERSTOOD ALL MATERIALS & SPECIFICATIONS AS DESCRIBED ARE SUBJECT TO PRODUCT AVAILABILITY AND COST CONSIDERATIONS AT THE TIME OF ACTUAL CONSTRUCTION. IF FOR REASONS OUT OF OUR CONTROL ALTERNATIVE MATERIALS, MEANS OR METHODS NEED BE CONSIDERED, THE HPC STAFF & MONITOR IS TO BE NOTIFIED ACCORDINGLY FOR SOLUTION DIALOGUE & APPROVAL AT

SAID TIME

MATERIALS ELEVATION TAG:

PROPOSED GLAZING & DOOR SYSTEMS. BASIS OF DESIGN : WEILAND LIFT AND SLIDE ALUMINUM FRAME SYSTEM WINDOWS & DOORS GLAZING BASIS OF DESIGN VIRICON INSULATED GLASS GLAZING. ALTERNATE : PANORAMAH AH!60 PERFORMANCE SERIES. HIGH ALTITUDE GLAZING SYSTEM WITH ANODIZED ALUMINUM FRAME FINISH. ALL NEW WINDOWS + DOORS WILL HAVE A FACTORY APPLIED NFRC STICKERED LABEL LISTING THE U-FACTOR OF THE ENTIRE ASSEMBLY ALL GLAZING SHALL BE TEMPERED SAFETY GLAZING U.O.N. 8" HORIZONTALLY APPLIED PARKLEX PRODEMA "RUSTIK -NATURSIDING-W" RAIN-SCREEN SIDING APPLICATION OVER FURRING STRIPS @ 16" O.C.

PARKLEX PRODEMA EXTERIOR EXPOSED MOUNTING SYSTEM ADVISED. GENERAL NOTE: SOFFIT AREAS PRPOSED AS PARKLEX PRODEMA "GREY AYOUS / NATURSOFFIT-W" BRIDGERSTEEL VERTICALLY APPLIED 3/4" MODERN CORRUGATED SIDING IN BLACK PAINT LOCK FINISH.

ALTERNATE: NAKOMOTO FORESTRY "SHOU SIGU BAN" SUYAKI FINISH. SELECT CLEAR GRADE 1 X 4 X 12 MATERIAL. METAL 1.5" FLASH CAP UTILIZED WHEREVER NEEDED. DEKTON EXTERIOR FACADE SURFACE PANELING OR METAL COLD ROLLED STEEL PANEL SYSTEM AT MIN. 20 GAUGE OR PER RECOMMENDATION OF MANUFACTURER TO FACILITATE NO OIL CANNING OF SURFACE.

PANELS TO FOLD ALL EDGES TO DEPTH MIN. OF 1". BLUE STEEL FINIS OR EQUIVALENT TO BE DETERMINED FIREPLACE FLUE / VENT SHROUD -METAL FRAME AUTOMOTIVE PAINT LOCK FINISH (BLACK) WITH MCNICHOLS DESIGNER PERFORATED ALUMINUM METAL SCREEN PANELS -DIAMOND PATTERN / GRECIAN ALLOY TYPE 3003-H14 - MILL FINISH. POURED CONCRETE STAIR AND PATIO AREAS WITH CHAMFERED EDGE AND ACID ETCH FINISH. COLOUR T.B.D. ALTERNATE: BASALT GRANITE CUT STONE SLABS - FLAMED

FINISH- 2-1/4 " THICK MINIMUM. POURED IN PLACE CONCRETE FOUNDATION. INDUSTRY STANDARD CONCRETE AGGREGATE MIX AND FORM FINISH. FLASHING AND TRELLIS AREAS TO BE BRIDGERSTEEL PAINT LOCK METAL FINISH. 29 GAUGE MINIMUM - BLACK OR GUNMETAL GREY PER DIRECTION OF SIDING TBD / APPROVED. AUTOMOTIVE PAINT LOCK FINISH METAL RAILING WITH ALUMINUM

CABLE RAIL HORIZONTAL CROSS MEMBERS - 4" MAX. SPACING PER IRC SOLAR PANELS PER MANUFACTURER TBD. TILT NOT TO EXCEED 45 DEGREE INSTALLATION AND ORIENTATION TBD. REPRESENTATION FOR GRAPHIC PURPOSES / FUTURE INTENT OF APPROVAL. 10. FOUR PANEL FROSTED GLAZED OVERHEAD GARAGE DOOR SYSTEMS - FABRICATOR: OVERHEAD GARAGE DOOR COMPANY.

APPROVED SUBCONTRACT ENTITY. ASPEN RESTORATION COMPANY AND/ OR PHOENIX RESTORATION RECOMMENDED FOR ALL HISTORICAL WINDOW AND DOOR

CONSIDERATIONS IF NECESSARY AT A

GENERAL NOTE: ALL ORNATE DETAILING SPECIFIC TO EXISTING HISTORICAL CHALET & CHICKEN COOP TO BE

ELEMENTS AS DETERMINED NECESSARY

PER ALL ASPEN HPC APPROVALS. MATCH

MAINTAINED. REPAIR AND REPLACE

EXISTING CONDITIONS WHEREVER

FUTURE TIME.

POSSIBLE.

SAFETY GLAZING

FOR DOOR AND WINDOW

SCHEDULES SEE A-80.00 SERIES

NOTES:

ALL GLASS SHALL BE TEMPERED/SAFETY GLASS UNLESS OTHERWISE NOTED

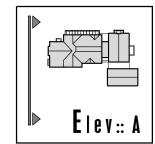
EMERGENCY ESCAPE

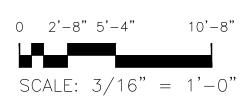
ALL EMERGENCY ESCAPE EGRESS WINDOWS SHALL HAVE SILLS 40" A.F.F. UNLESS OTHERWISE NOTED (SEE ELEVATION AND SECTION DWGS).

GENERAL NOTE: PAINTED WOOD FASCIA AND SOFFIT CONDITIONS. MATCH **EXISTING HISTORICAL CONSTRUCTION AS** NECESSARY SHOULD REPAIR / REPLACEMENT BE DEEMED NECESSARY.

KEY PLAN

1. TAG BELOW RESPECTIVE ELEVATION





LEGEND TRUE NORTH

16.0°

946 |C

r SMUGGL RESIDEN

Mr. Chris Vandemoer, Manager 949 West Smuggler Aspen, CO 81611

LAND PLANNING

Haas Land Planning LLC 240 East Main Street, Suite 220 Aspen, CO 81611 T: 970.925.7819 E: mitch@hlpaspen.com Contact: Mitch Haas, Principal

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Aspen, Colorado 81612

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GENERAL NOTE: IF DEEMED NECESSARY, ALL CHALET WINDOWS TO BE RESTORED / REPAIRED AS NECESSARY BY AN HPC

FOR CITY OF ASPEN USE

ISSUANCE DATE

01 HPC- ASPEN MODERN NEGOTIATION COA - 949 W SMUGGLER

SCALE PROJECT # 949 SMUG DRAWING TITLE: PROPOSED: ALLEY RESIDENCE

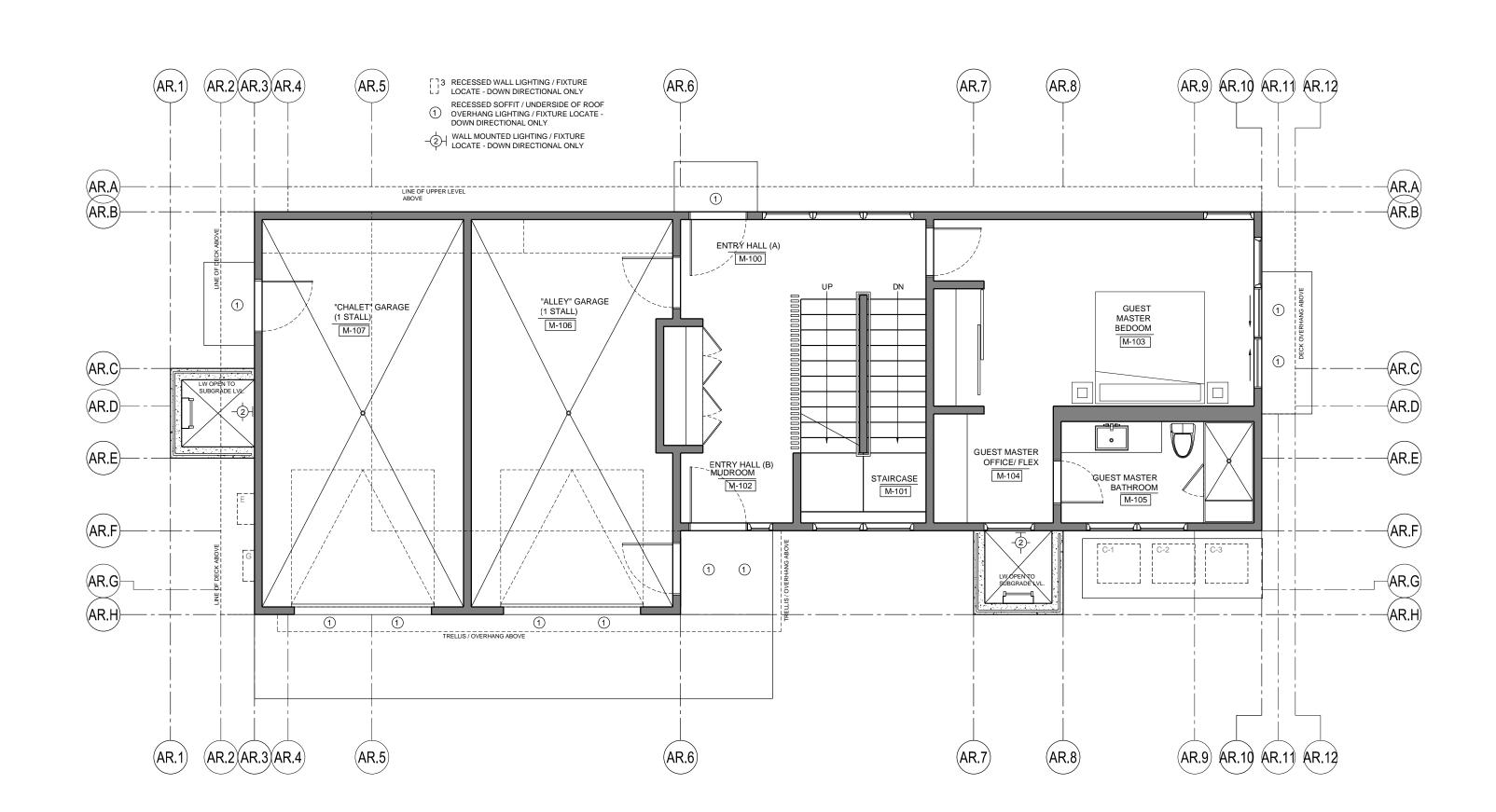
ELEVATIONS + SITE CONTEXT

"949-HOUSE"

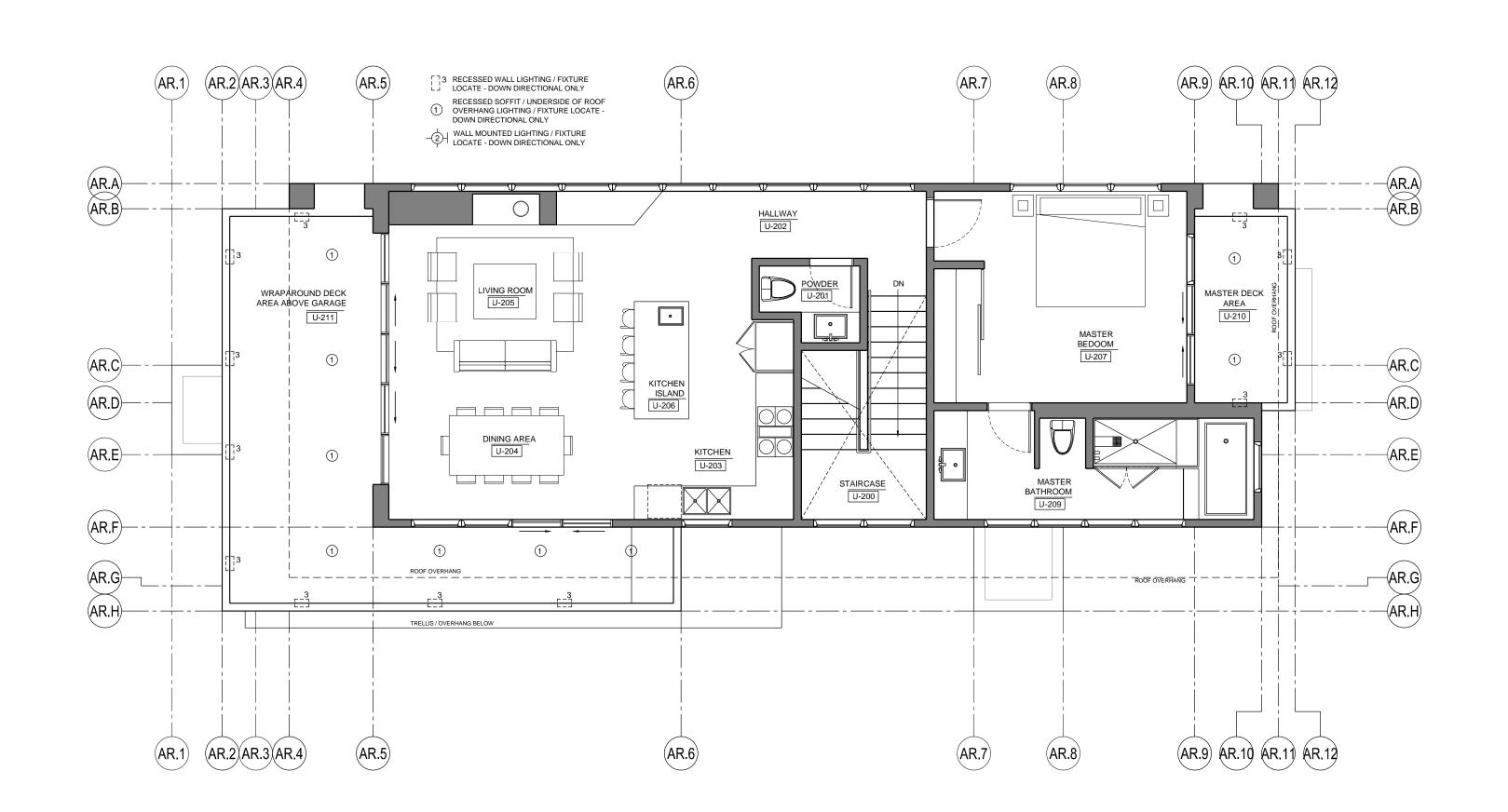
949-8

ISSUANCE DATE: FEB 2022

DRAWING NO:

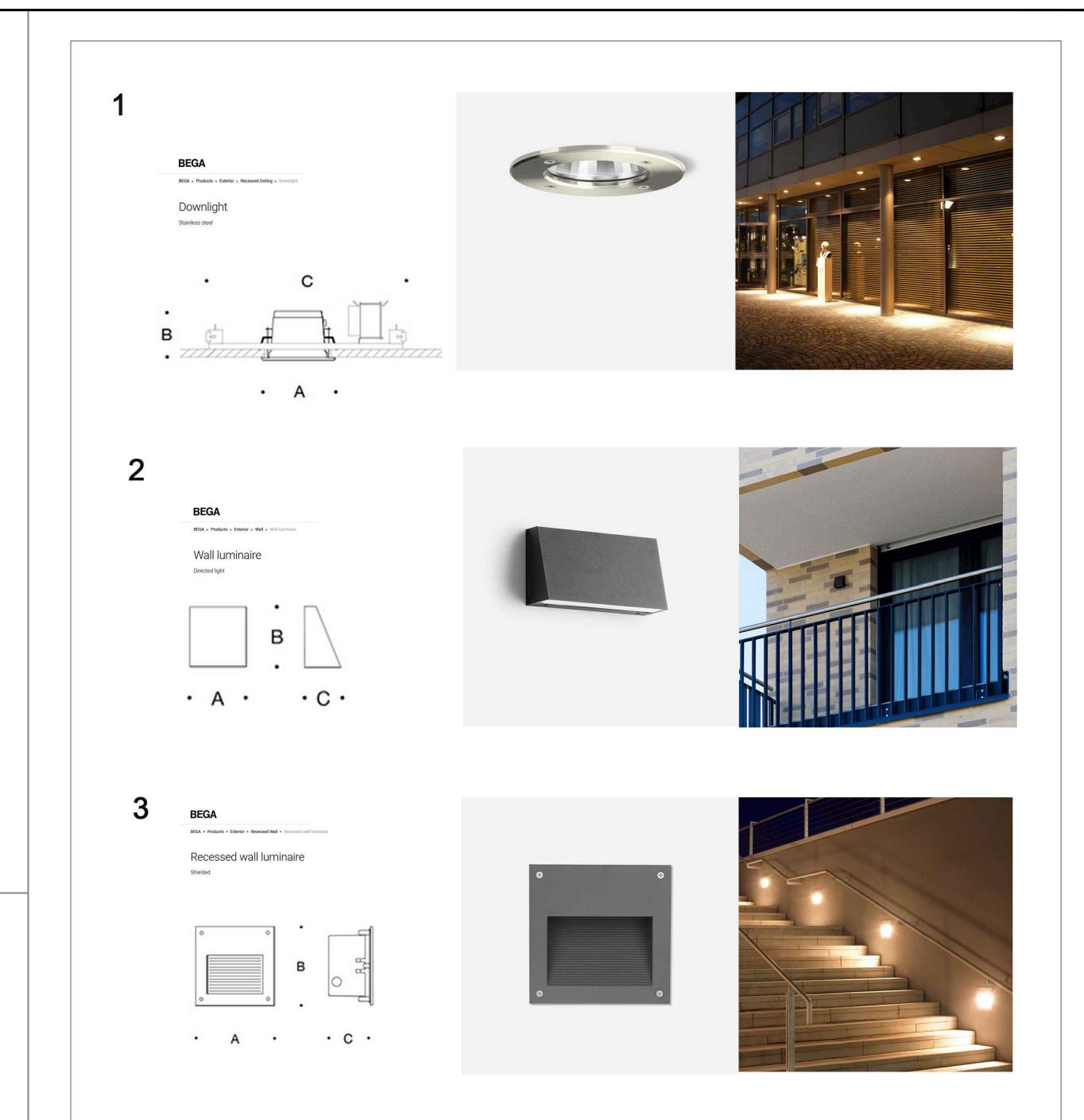


PROPOSED SUBGRADE + MAIN LEVEL EXTERIOR LIGHTING PLAN - ALLEY RESIDENCE: 949 SMUGGLER TBD | SCALE : 3/16" = 1'-0"

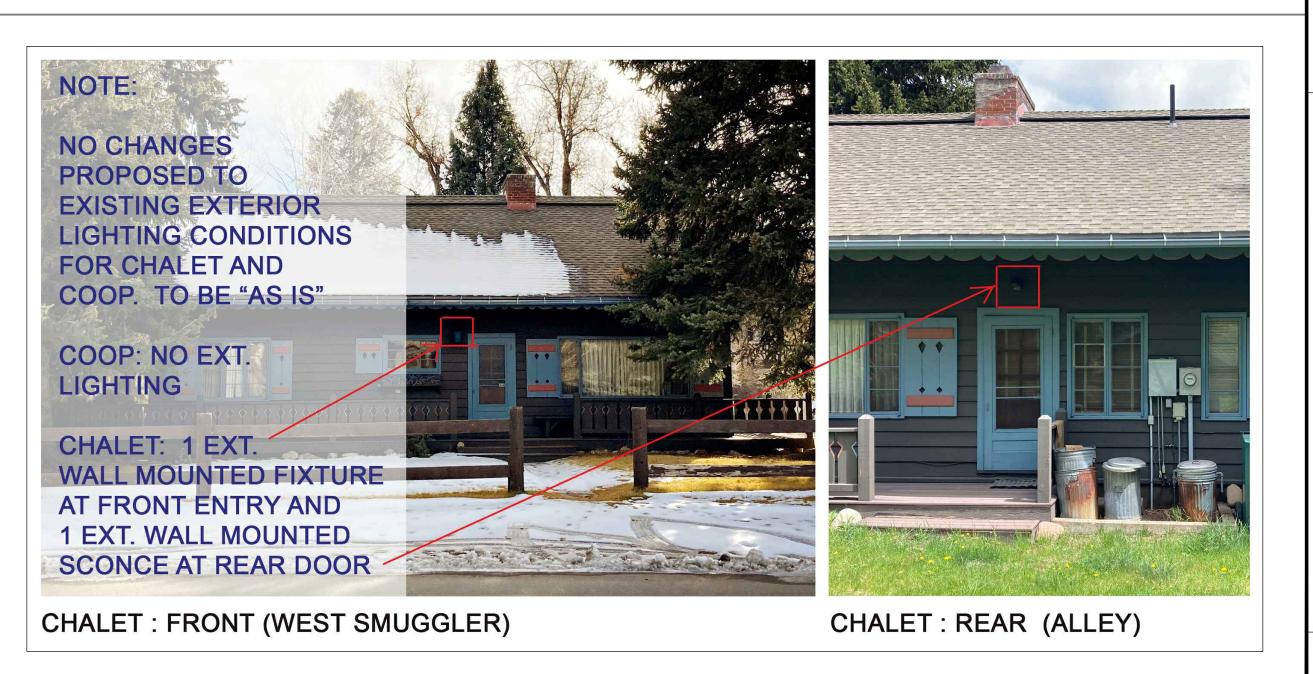


PROPOSED UPPER LEVEL EXTERIOR LIGHTING PLAN - ALLEY RESIDENCE: 949 SMUGGLER

SCALE: 3/16" = 1'-0"



2 PROPOSED EXTERIOR LIGHTING FIXTURES - ALLEY RESIDENCE: 949 SMUGGLER TBD | SCALE : 3/16" = 1'-0"



949 "CH,

Owner: Mr. Chris Vandemoer, Manager 949 West Smuggler Aspen, CO 81611

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www.soprisengineering.com **CIVIL ENGINEER**

Boundaries Unlimited Inc 923 Cooper Avenue, Suite 201 Glenwood Springs, CO 81601 T: 970.945.5252 www.bu-inc.com

FOR CITY OF ASPENUSE

DATE ISSUANCE

01 HPC- ASPEN MODERN

NEGOTIATION COA - 949 W SMUGGLER PROJECT # 949 SMUG DRAWING TITLE: PROPOSED:

ALLEY RESIDENCE **EXTERIOR** LIGHTING PLAN

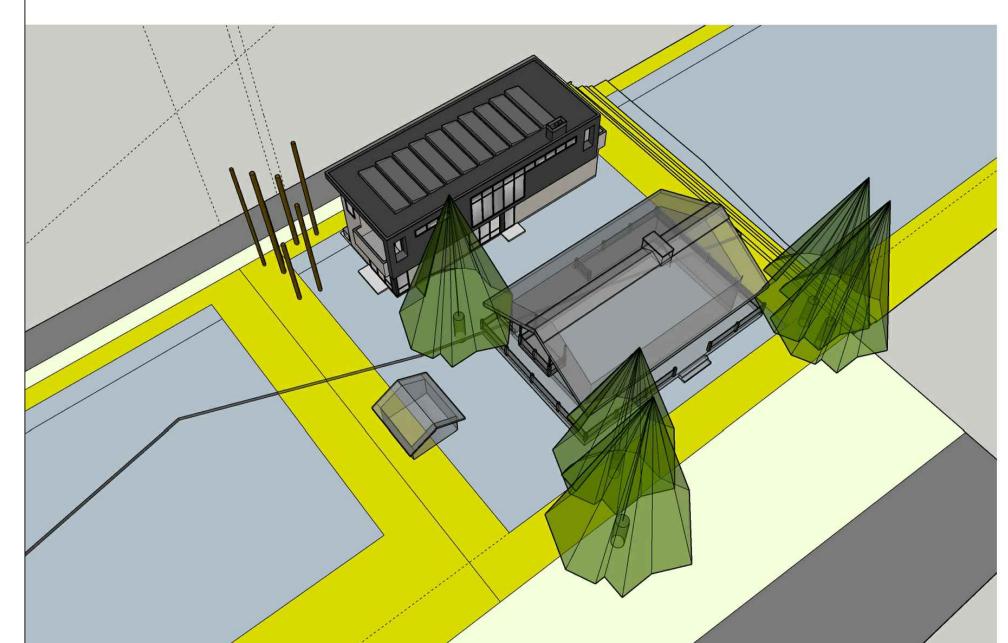
DRAWING NO: "949-HOUSE" 949-9

ISSUANCE DATE: FEB 2022



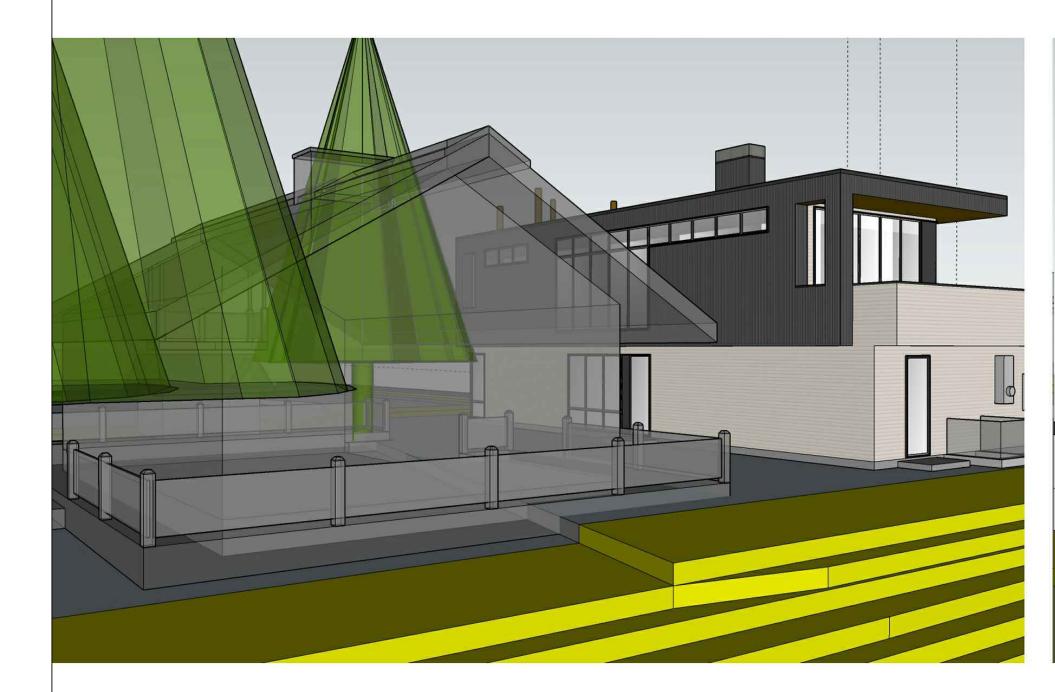


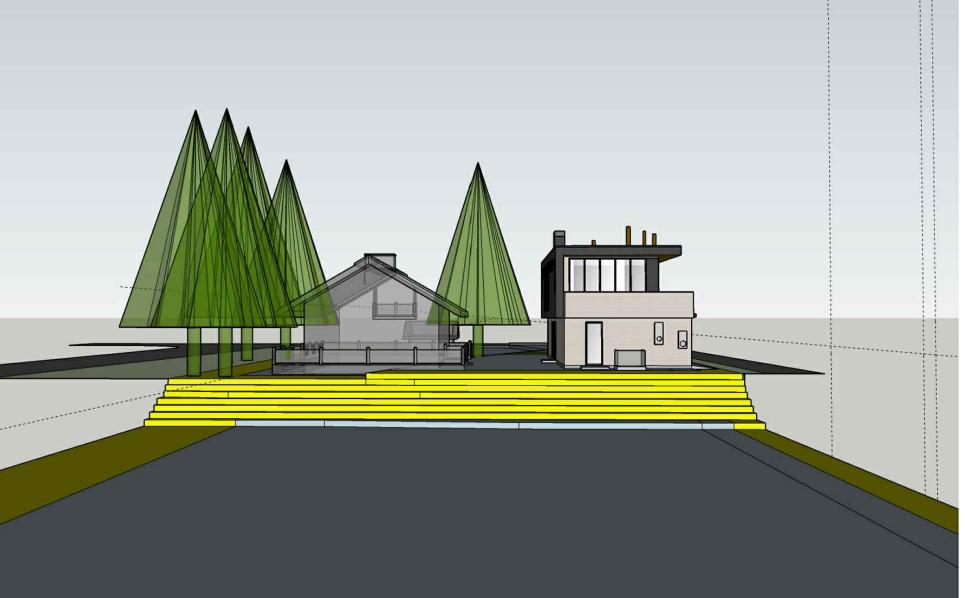


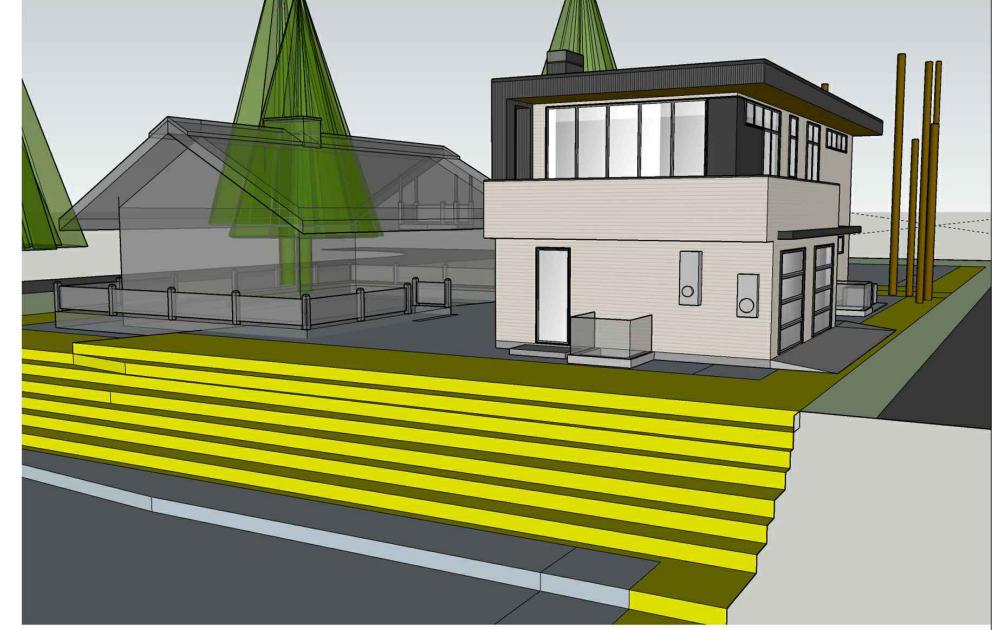












PROPOSED MODELING SITE CONCEPTS (C-5) CHALET + ALLEY RESIDENCE: 949 SMUGGLER SCALE: NOT APPLICABLE

949 WEST SMUGGLER
'CHALET RESIDENCE"
949 West Smuggler :: West End, City of Aspen, CO

Owner: Mr. Chris Vandemoer, Manager 949 West Smuggler Aspen, CO 81611

LAND PLANNING

Haas Land Planning LLC
240 East Main Street, Suite 220
Aspen, CO 81611
T: 970.925.7819
E: mitch@hlpaspen.com
Contact: Mitch Haas, Principal

PROJECT DESIGNER /
CITY OF ASPEN
REPRESENTATIVE

CITY OF ASPEN
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PO BOX 7928
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CIVIL ENGINEER

Boundaries Unlimited Inc.

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FOR CITY OF ASPEN USE

ISSUANCE D

01 HPC- ASPEN MODERN NEGOTIATION COA - 949 W SMUGGLER

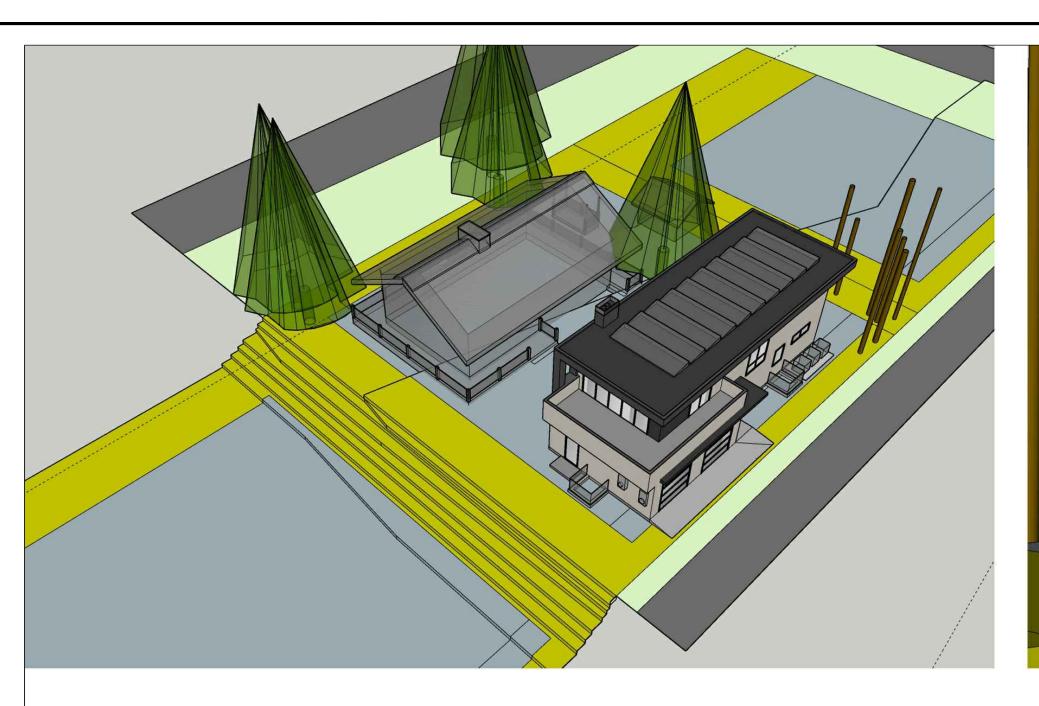
PROJECT # 949 SMUG
DRAWING TITLE:
PROPOSED:
MODELING SITE
CONCEPT

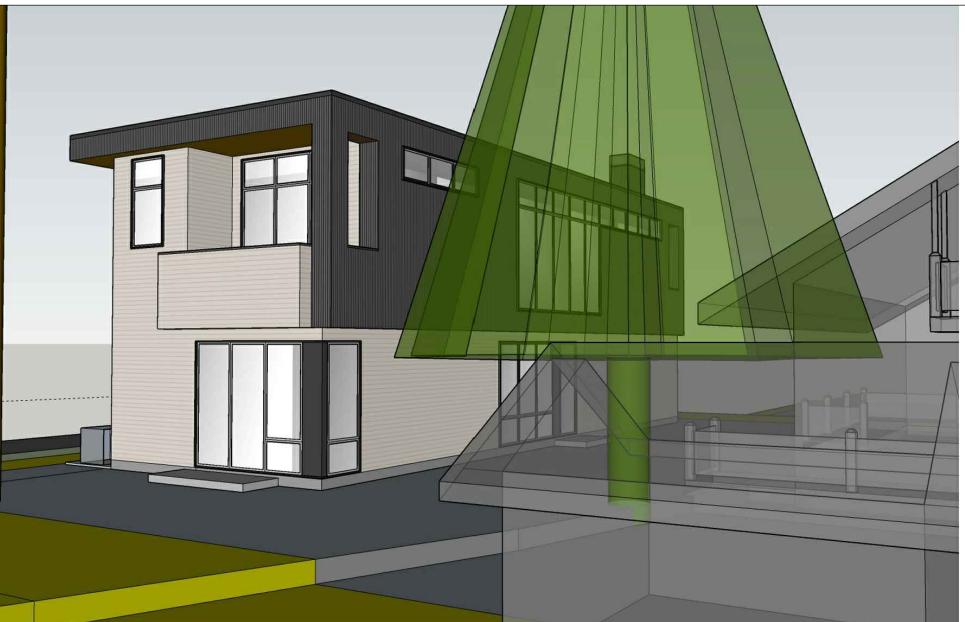
DRAWING NO:

"949-HOUSE" 949-10

ISSUANCE DATE:

FEB 2022



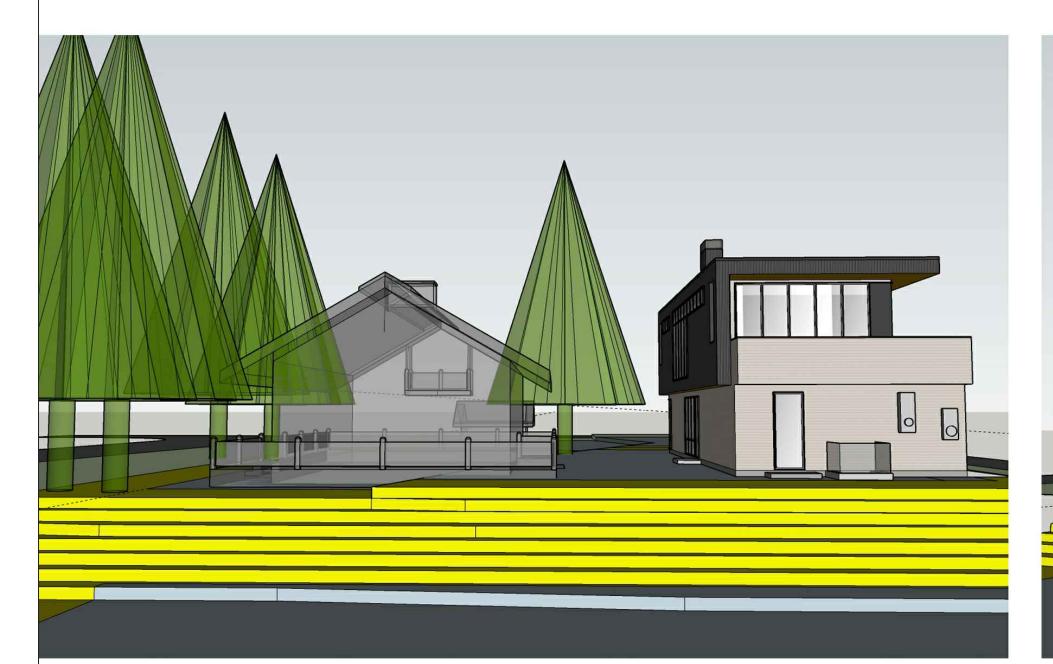




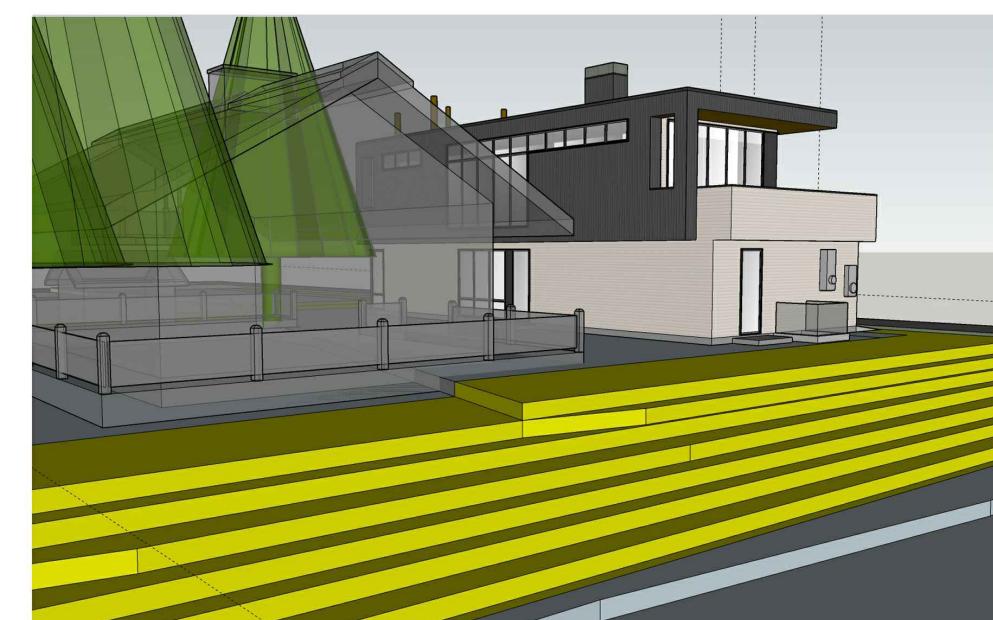












PROPOSED MODELING SITE CONCEPTS (C-5) CHALET + ALLEY RESIDENCE: 949 SMUGGLER

SCALE: NOT APPLICABLE

49 WEST SMUGGLER
CHALET RESIDENCE"
949 West Smuggler :: West End, City of Aspen, CO

Owner: Mr. Chris Vandemoer, Manager 949 West Smuggler Aspen, CO 81611

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01 HPC- ASPEN MODERN NEGOTIATION COA - 949 W SMUGGLER

PROJECT # 949 SMUG

DRAWING TITLE:

PROPOSED:

MODELING SITE

CONCEPT

DRAWING NO:

"949-HOUSE" 949-11

ISSUANCE DATE: FEB 2022

949 "CH,

Owner: Mr. Chris Vandemoer, Manager 949 West Smuggler Aspen, CO 81611

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FOR CITY OF ASPEN USE

DATE ISSUANCE

01 HPC- ASPEN MODERN NEGOTIATION COA - 949 W SMUGGLER SCALE PROJECT # 949 SMUG DRAWING TITLE:

PROPOSED: MODELING SITE CONCEPT

DRAWING NO:

"949-HOUSE" 949-12

ISSUANCE DATE: JUNE 2022

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949 "CH,

Owner: Mr. Chris Vandemoer, Manager 949 West Smuggler Aspen, CO 81611

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FOR CITY OF ASPEN USE

ISSUANCE

DATE

01 HPC- ASPEN MODERN NEGOTIATION COA - 949 W SMUGGLER SCALE

PROJECT # 949 SMUG DRAWING TITLE: PROPOSED: MODELING SITE CONCEPT

DRAWING NO:

"949-HOUS 949-13

ISSUANCE DATE: JUNE 2022

ËR

949 "CH

Owner: Mr. Chris Vandemoer, Manager 949 West Smuggler Aspen, CO 81611

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FOR CITY OF ASPEN USE

DATE ISSUANCE

01 HPC- ASPEN MODERN NEGOTIATION COA - 949 W SMUGGLER SCALE

PROJECT # 949 SMUG DRAWING TITLE: PROPOSED: MODELING SITE

CONCEPT DRAWING NO:

"949-HOUS 949-14

ISSUANCE DATE: JUNE 2022



PRE-APPLICATION CONFERENCE SUMMARY

PLANNER: Amy Simon, amy.simon@cityofaspen.com

DATE: September 10, 2020 (updated December 8, 2021)

PROPERTY: 949 W. Smuggler

REPRESENTATIVE: Chris Vandemoer, cvandemoer@outlook.com

DESCRIPTION: 949 W. Smuggler, Lot 2 of the Vandemoer Hill Lot Split, was recently created through a subdivision that divided the original larger parcel into two. Lot 2 contains a home built in 1946 and is therefore eligible for voluntary historic designation through the City's AspenModern program. This designation process allows the property owner to negotiate site specific benefits to be awarded by City Council in response to the owner's commitment to historic preservation.

The property owner plans to divide Lot 2, with the historic resource and a new detached dwelling unit on one parcel, and a right to develop a new single family home on the other parcel.

Benefit requests must be specified in the application. The first review step will be a hearing with HPC, who will provide a recommendation to City Council on the appropriateness of landmark designation, land use requests and the benefits package. Council will make the final determination. The Municipal Code provides that the process should be accomplished within 90 days, unless the City and applicant agree to a longer timeframe. The applicant may withdraw from the process at any time until a designation ordinance is passed. Final review will be required by HPC but will occur after the 90 day designation period.

Below are links to the Land Use Application form and Land Use Code:

Historic Preservation Land Use Application Land Use Code

Land Use Code Section(s)

26.304 Common Development Review Procedures

26.410 Residential Design Standards
26.415.025.C Identification of Historic Properties
26.415.030 Designation of historic properties

26.415.070 Development involving designated historic properties

26.415.080 Demolition of designated historic properties

26.415.110 Benefits

26.470 Growth Management

26.480 Subdivision

Review by: Staff for completeness and recommendations

HPC for recommendations

Council for decisions

Public Hearing: Yes, at HPC and Council

Referrals:	Staff will seek referral comments from the Building Department, Zoning, Engineering and Parks regarding any relevant code requirements or considerations. There will be no Development Review Committee meeting or referral fees.					
Planning Fees:	\$1,950 for 6 billable hours of staff time. (Additional/ lesser hours will be billed/ refunded at a rate of \$325 per hour.) This fee will be due at Conceptual and Final submittal. Voluntary historic designation is exempt from land use fees, however the development aspect of the application is billable					
Total Deposit:	\$1,950.00					
To apply, first sub	omit one printed copy of the following information:					
□ An 8 1/2" x 1 □ Pre-applicati □ Street addre occur, consi company, ar State of Col judgments, demonstratir □ Applicant's r states the na behalf of the □ A site improv vegetation a the current s State of Colo □ HOA Compli □ List of adjace https://maps □ A written des complies wit □ A map indica □ Historic prop materials tha □ Written desi awarded at t Intent of the □ A proposed □ Scaled draw their height, elevations. □ Supplements designated h	wement survey (no older than a year from submittal) including topography and and the high-water line and 100 year flood plain (flood hazard area) showing status of the parcel certified by a registered land surveyor by licensed in the brado. It is including topography and surveyor by licensed in the praction of the property owners within 300' for public hearing. To create labels go to: pitkincounty.com/gvh/?viewer=portal scription of the proposal and an explanation of how the proposed development have the review standards relevant to the development application. In the property description, including narrative text, photographs and/or other graphic at document its physical characteristics. Peription of historic preservation benefits which the property owner request be the time of designation, and relationship to Section 26.415.010, Purpose and historic preservation program.					

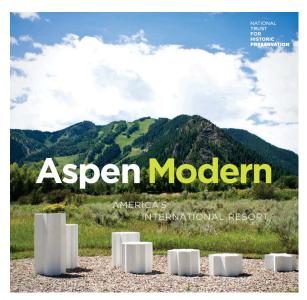
above	e:
	Graphics identifying preliminary selection of primary exterior building materials.
	A preliminary stormwater design.
For <u>F</u> above	inal Review , the following items will need to be submitted in addition to the items listed e:
	Drawings of the street facing facades must be provided at ¼" scale.
	Final selection of all exterior materials, and samples or clearly illustrated photographs. Samples are preferred for the presentation to HPC.
	A lighting plan and landscape plan, including any visible stormwater mitigation features.

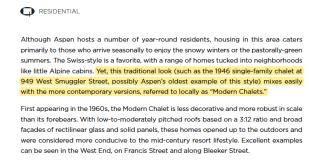
Disclaimer: The foregoing summary is advisory in nature only and is not binding on the City. The summary is based on current zoning, which is subject to change in the future, and upon factual representations that may or may not be accurate. The summary does not create a legal or vested right.

Since the AspenModern program is a negotiated approval process through which preservation benefits and incentives beyond those identified in the Code are available to an applicant, the applicable sections and provisions of the Code take on a flexibility that does not exist with other types of applications. Direct compliance with the normally or otherwise applicable review criteria of the Code is not necessarily required in the context of an AM negotiation. Nevertheless, the normally applicable Code Sections are addressed below. Proposed incentives/benefits are indicated in purple font.

A. Designation of AspenModern Properties, Sections 26.415.025 and 0.30

With respect to Code Section 26.415.025, the 949 West Smuggler Street property is identified on the AspenModern map, referenced in the adopted Chalet Style Buildings context paper, and has been included in City of Aspen surveys since at least 2000. In addition, the National Trust for Historic Preservation sponsored a booklet on AspenModern properties that features the 949 West Smuggler Street chalet, as shown below.







The designation of AspenModern properties to the Aspen Inventory of Historic Landmark Sites and Structures (the Inventory) is governed by Section 26.415.030(c) of the Code. To be eligible for designation, an individual building, site, structure, or object, or a collection of buildings, sites, structures, or objects must have a demonstrated quality of significance. Furthermore, to be worthy of preservation incentives and to evaluate the equitability of such incentives, an AspenModern property must be rated on a "good, better or best" scale regarding its contribution to and significance in Aspen's 20th century history. Section 26.415.030(C)(1) of the Code states that,

a. The property is related to an event, pattern, or trend that has made a contribution to local, state, regional or national history that is deemed important, and the specific event, pattern or trend is identified and documented in an adopted context paper;

- b. The property is related to people who have made a contribution to local, state, regional or national history that is deemed important, and the specific people are identified and documented in an adopted context paper;
- c. The property represents a physical design that embodies the distinctive characteristics of a type, period or method of construction, or represents the technical or aesthetic achievements of a recognized designer, craftsmen, or design philosophy that is deemed important and the specific physical design, designed, or philosophy is documented in an adopted context paper;
- d. The property possesses such singular significance to the City, as documented by the opinions or persons educated or experienced in the fields of history, architecture, landscape architecture, archaeology or a related field, that the property's potential demolition or major alteration would substantially diminish the character and sense of place in the city as perceived by members of the community, and
- e. The property or district possesses an appropriate degree of integrity of location, setting, design, materials, workmanship and association, given its age. The City Council shall adopt and make available to the public score sheets and other devices which shall be used by the Council and Historic Preservation Commission to apply this criteria.

949 West Smuggler Street represents the post-war ski industry and resort economy development of Aspen, and the chalet buildings were directly related to this as a way of mimicking the styles commonly associated with established European ski and tourism destinations. The 949 West Smuggler Street property embodies the chalet style aesthetic that symbolizes the local, state, regional and national level importance that was placed on rejuvenating picturesque mountain towns by replacing the long-lost silver mining era with a tourism-based economy that could compete with Europe's traditional ski resorts.

Modern architecture made its first appearance in Aspen after World War II. The period of historic significance for modernist buildings in Aspen is between 1945 and approximately 1975. According to the City's published Aspen Modern National Trust for Historic Preservation booklet, "The Swiss-style is a favorite, with a range of homes tucked into neighborhoods like little Alpine cabins. Yet, this traditional look (such as the 1946 single-family chalet at 949 West Smuggler Street, possibly Aspen's oldest example of this style) mixes easily with the more contemporary versions, referred to locally as 'Modern Chalets'."

Furthermore, per the City of Aspen's website (http://www.aspenmod.com/places/949-w-smuggler/), the home at 949 West Smuggler Street "is a highly decorative, classic example of the Chalet style, and was likely the first example built in town, just as the first chairlift was opening on Aspen Mountain. The house appears to be as originally designed. Built for a family from the Denver area, it is an example of an early ski vacation home in Aspen." The home is considered representative of the period of ski industry development in Aspen and, having never changed hands, remains under the ownership of the Vandemoer family, its original developers.

Completely intact and unaltered (even its interiors), with an historic integrity score of 19 points (out of a possible 19 points), the home has often been referred to by City historic preservation staff and commissioners as the single "most important property" on the AM list of potentially historic structures. The chalet house and outbuilding are irreplaceable, "best" rated resources that have remained under the ownership of the original family who built them, and their historic integrity assessment achieves a perfect score. Preservation of this disappearing type of construction and important style is imperative to Aspen's post War

heritage, as noted in the City's chalet style context paper. This application offers the chance to have this one-of-a-kind, important historic treasure forever preserved and protected against intentional loss, inappropriate alteration, or redevelopment.

B. MAJOR DEVELOPMENT REVIEW (CONCEPTUAL & FINAL)

Any development involving historic properties designated on the Aspen Inventory of Historic Landmark Site and Structures requires the approval of a development order and a certificate of appropriateness before a building permit or any other work authorization will be issued by the City.

No additions or alterations are proposed to a historic resource other than the on-site relocation of the small chicken coop outbuilding. Only a new, completely detached structure is proposed, and said structure is sufficiently in character with and sympathetic to the historic structure without mimicry. The historic buildings are retained on the property, and they will maintain visual prominence from West Smuggler and North 8th Streets. The proposed detached structure runs entirely on the alley side of the property, separated from the historic chalet by a distance approximating the ridge height of the resource.

Given the lack of change proposed on or for the historic chalet structure and as a negotiated AspenModern incentive, this application seeks combined Conceptual and Final Major Development Review approvals. Furthermore, in the context of the negotiation, the proposed designs are supplied as being consistent with more than enough of the potentially applicable HPC Design Guidelines to warrant the requested approvals regardless of whether there may be individual Guidelines that are not met. To the extent that the proposal may be interpreted as inconsistent with any of the Guidelines, waiver of the "requirement" to be found consistent with such Guideline is necessary as part of the AspenModern negotiated approval.

Regarding the Streetscape Guidelines:

- The buildings reinforce the traditional grid pattern of the neighborhood.
- The open spaces around and in front of the chalet are preserved and the visual porosity of the site is maintained.
- No changes to the streets or alleys are proposed and there are no ditches on the property.
- The 8th Street driveway access will be removed and only alley access will remain; however, it is proposed that the parking in the West Smuggler Street right-of-way be maintained as it has been since the chalet was originally built in 1946.
- The historic hierarchy of spaces is unchanged in the proposal; the simple walkways and the same fencing that have existed since the 1940s will be maintained and these succeed in distinguishing between public, semi-public, and private spaces.
- A preliminary stormwater plan is provided with this application, and a more detailed plan will be provided at building permit application.
- No built-in furnishings or features are proposed.
- The impressively large trees flanking the chalet are being preserved, and the only anticipated tree removals involve insignificant and/or poor-condition trees along the alley.
- No new landscaping is proposed as a way of honoring the existing, simple but mature landscape around the chalet, maintaining the existing degree of porosity.

- No landscape lighting exists, and none is proposed.
- There are no retaining walls existing or proposed on the site, and existing grades will be maintained through and after the development of the new, detached residence along the alley.

The Restoration Guidelines of Chapters 2-7 are not applicable. The chalet structure is intact, will not be altered, and requires no restoration. The building materials, windows, doors, porch and decks, architectural details, and roofs will be unaffected. The same is true of the chicken coop outbuilding that will merely be relocated from its obscure location along the alley to a more prominent spot where it will better compliment the historic significance of the chalet.

Moving on to the Chapter 11 Guidelines normally applicable to the new detached residence, the following applies:

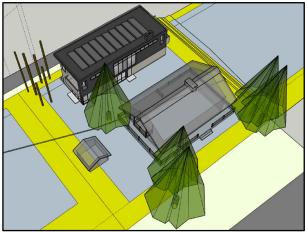
- The new building is oriented parallel to the lot lines to maintain the traditional grid and to relate to the chalet.
- The idea is for the chalet to remain the "front" building, with its primary entrance defined by a simple walkway and a front porch. To maintain this prominence, the new structure will have a secondary feeling, exemplified by its less-defined entrance and primary access. Although the structures are amply detached, this property is intended to function as one.
- The new building relates to the size of the historic chalet. As proposed, the new alley residence will be set some 68-feet back from the front property line on a lot that is only 100' deep. With its 5-foot rear yard setback, this means the new residence is only a modest 27-feet deep at its largest point from front to back. For sake of comparison, consider that the chalet structure, including roof overhangs, is 35'-8" deep from front to back. In addition, the historic chalet structure and the new alley residence will be a very generous 23'-10" apart (wall-to-wall) in a zone district that requires only 5-feet between detached structures. These ample distances, combined with the preservation of the extremely large evergreen trees, ensure that the proposed alley residence's 25-foot maximum height (including rooftop solar panels) will achieve a sympathetic and subservient relationship with the historic assets.

The compact design of the new residence is simply in form, scale, and massing. Combined with the separation distances described above, the simple and clean form of the proposed design serves to ensure that the new structure will not visually compete with or in any way overwhelm the historic resources. It also ensures that the old and new will be clearly and easily differentiated such that nobody will confuse the two. See images pasted below.









• The layout of the proposal has been very carefully considered to guarantee design of the new residence is sympathetic and subservient to the historic resource while maintaining the prominence of the chalet and associated trees from West Smuggler and 8th Streets. The chalet's iconic north and east facades, including the second-floor deck facing 8th Street, will forever remain highly visible and unobstructed, especially given the proposed building envelope/setbacks on the Vacant Lot.

C. Demolition of Designated Historic Properties

Section 26.415.080 of the Code provides the standards for the review of any request to demolish a structure within a designated historic property. Of course, the subject property is not yet designated historic and any of its structures can still be demolished by right. The applicant intends to maintain the primary chalet structure as well as the associated "chicken coop" outbuilding after its relocation (addressed below). However, the 20.3' x 12.5', one-story shed that currently sits at the southeast corner of the property will be demolished.

Per Section 26.415.080(a)(4), demolition shall be approved if it is demonstrated that the application meets <u>any one of</u> the following criteria:

- a. The property has been determined by the City to be an imminent hazard to public safety and the owner/applicant is unable to make the needed repairs in a timely manner;
- b. The structure is not structurally sound despite evidence of the owner's efforts to properly maintain the structure;
- c. The structure cannot practically be moved to another appropriate location in Aspen; or
- d. No documentation exists to support or demonstrate that the property has historic, architectural, archaeological, engineering or cultural significance;

Additionally, for approval to demolish, all the following criteria would normally need to be met, although not necessarily in the case of an AspenModern negotiated designation:

- a. The structure does not contribute to the significance of the parcel or Historic District in which it is located;
- b. The loss of the building, structure or object would not adversely affect the integrity of the Historic District or its historic, architectural or aesthetic relationship to adjacent designated properties; and
- c. Demolition of the structure will be inconsequential to the historic preservation needs of the area.

The shed structure cannot practically be moved to another appropriate location on-site, but if, prior to its demolition, someone would like to move it to another appropriate location in Aspen, the Applicant is willing to allow it to be taken. Moreover, there is no known documentation to demonstrate that this outbuilding has historic, architectural, archaeological, engineering or cultural significance. It is felt that the structure does not contribute to the historic significance of the parcel, and it resides on the proposed, non-historic vacant lot. The loss of the shed will not adversely affect the perfect integrity scoring of this property. There are no adjacent designated properties, and demolition of the shed will be inconsequential to the historic preservation effort proposed herein or to the needs of the area.

D. RELOCATION OF HISTORIC CHICKEN COOP (OUTBUILDING)

Code Section 26.415.090 explains its intent as being the preservation of designated historic properties in their original locations, as much of their significance is embodied in their setting and physical relationship to their surroundings. However, it is also recognized that occasionally the relocation of a property may be appropriate as it provides an alternative to demolition or because it only has a limited impact on the attributes that make it significant.

In the current case, the primary historic resource of the chalet residence will not be relocated or altered in any fashion. Instead, only the small "chicken coop" outbuilding currently located along the alley is proposed for on-site relocation. The applicable review criteria for this proposal are found in Section 26.415.090(c) and HPC Design Guidelines 9.1 through 9.8, as addressed below.

- (c) Standards for the relocation of designated properties. Relocation for a building, structure or object will be approved if it is determined that it meets any one of the following standards:
 - (1) It is considered a noncontributing element of a historic district and its relocation will not affect the character of the historic district; or
 - (2) It does not contribute to the overall character of the historic district or parcel on which it is located and its relocation will not have an adverse impact on the Historic District or property; or
 - (3) The owner has obtained a certificate of economic hardship; or
 - (4) The relocation activity is demonstrated to be an acceptable preservation method given the character and integrity of the building, structure or object and its move will not adversely affect the integrity of the Historic District in which it was originally located or

diminish the historic, architectural or aesthetic relationships of adjacent designated properties; and

Additionally, for approval to relocate all of the following criteria must be met:

- (1) It has been determined that the building, structure or object is capable of withstanding the physical impacts of relocation;
- (2) An appropriate receiving site has been identified; and
- (3) An acceptable plan has been submitted providing for the safe relocation, repair and preservation of the building, structure or object including the provision of the necessary financial security.

As stated above, only the small "chicken coop" outbuilding is proposed for on-site relocation. The outbuilding is original to the site but its small stature and its location along the alley and within/under vegetation is such that it is barely noticeable.

This outbuilding measures just $11.3' \times 11.3'$, is less than a full story in height, and sits on a rock foundation. It will be stabilized, lifted, and moved some 50 or so feet to the northeast, where it will reside adjacent to and east of the rear half of the chalet, partially beneath the branches of the large conifer that marks the back corner of the resource. It will be sensitively placed back on a new slab that will help to better support the structure while avoiding impacts to the tree's root system. This small structure is capable of being lifted and its new base will provide structural stability ensuring its future. Other than this relocation, the structure will not be altered. The new location assures not only increased stability but also a greater degree of prominence and association with the historic chalet structure.

HPC Design Guideline 9.1 is not applicable since the proposal does not involve the development of a basement beneath the relocated outbuilding. Regarding Guidelines 9.2 through 9.7, this on-site relocation is for only a small outbuilding -- not relocation of the primary resource - that is not within a historic district. The accompanying plans show the existing and proposed locations for the structure. Its existing location is not much contributing to the historic significance of the property since it is hardly even noticeable, and the proposed relocation will enhance the relationship between the primary and accessory structures. The outbuilding's orientation will be maintained (i.e., the door facing north), as will its historic elevation above grade. Its new foundation will appear similar in design and materials to the historic "foundation;" simply laying small rocks around its base will accomplish this. Similarly, its original exterior will be unaltered and require no reconstruction. There will be no lightwells as the structure will not have any subgrade area. The relocation will be accomplished by experienced and qualified contractors. Guideline 9.8 is inapplicable since the proposed relocation is on-site.

E. SECTION 26.415.110 - BENEFITS

Section 26.415.110 of the Code explains that the City is committed to providing support to property owners to assist their efforts to maintain, preserve, and enhance their historic properties. Recognition that these properties are valuable community assets is the basic premise underlying the provision of special procedures and programs for designated

properties, and the same recognition goes even further in underlying the AspenModern program through which the City negotiates the granting of benefits and incentives beyond those specified in the Code to convince an owner to willingly landmark their property.

The Applicant is not requesting a historic landmark lot split but is instead utilizing the AspenModern negotiation to request a subdivision and associated GMQS exemption that would result in one additional unit of density (these are separately addressed below). Of the "benefits" provided for in Section 26.415.110 of the Code, the Applicant is requesting only minor setback variations, a slight on-site parking reduction, and the issuance of a transferable development right (TDR). The Applicant is *not* requesting a Floor Area bonus, any conditional uses, or any funds or fee waivers.

In relevant part, the HPC is empowered to grant variations to allow:

- (a) development within the side, rear and front setbacks;
- (b) development that does not meet the minimum distance requirements between buildings; and
- (c) up to 5% additional site coverage.

The proposed development complies with the R-6 zone district requirements for front setbacks, minimum distance between detached buildings on a lot, and site coverage limitations. That said, to the extent that any such requirements are later determined to be unmet, it is proposed that the provided site plan be established as approved under the terms of the AspenModern designation.

Setbacks.

In granting a variation, the HPC must determine that the variation "Is similar to the pattern, features and character of the historic property...and/or Enhances or mitigates an adverse impact to the historic significance or architectural character of the historic property..."

The only Chalet Lot variations requested from the zoning involve (1) the relocated chicken coop having a five-foot east side yard setback where ten-feet would otherwise be required; (2) a five-foot rear yard setback variation to allow a lightwell that exceeds minimum size; and (3) five-foot rear setback for spaces that will not be used solely as garage, including both the new residence's below grade mechanical and laundry rooms under the garage (within the same foundation) and a deck area on top of the garage. The zoning allows a 5-foot rear yard setback for that portion of the principal structure used solely as a garage but otherwise requires a 10-foot rear yard setback; the applicant merely seeks to utilize the spaces above and below those first five feet of garage. All above-grade massing and scale conditions for the proposed alley residence comply with R-6 dimensional requirements.

As proposed, the new alley residence will be set some 68-feet back from the front property line on a lot that is only 100' deep. With its 5-foot rear yard setback, this means the new residence is only a modest 27-feet deep at its largest point from front to back. For sake of comparison, consider that the chalet structure, including roof overhangs, is 35'-8" deep from front to back. In addition, the historic chalet structure and the new alley residence

will be a very generous 23′-10″ apart (wall-to-wall) in a zone district that requires only 5-feet between detached structures. These ample distances, combined with the preservation of the extremely large evergreen trees, ensure that the proposed alley residence's 25-foot maximum height (including rooftop solar panels) will achieve a sympathetic and subservient relationship with the historic assets.

The compact design of the new residence is simply in form, scale, and massing. Combined with the separation distances described above, the simple and clean form of the proposed design serves to ensure that the new structure will not visually compete with or in any way overwhelm the historic resources. It also ensures that the old and new will be clearly and easily differentiated such that nobody will confuse the two.

On the Vacant Lot, it is proposed that the standard 10-foot front setback be *increased* three-fold to 30-feet for above-grade improvements to assure maximum visibility of the historic structures from West Smuggler Street and its North 8th Street intersection (utilities and subgrade improvements would continue to be subject to the standard 10-foot front yard setback requirement). To accommodate this, it is also proposed that the east side yard setback for this 8,000 square foot lot be 5-feet, as required (adjacent to the nearly 30-feet of unoccupied right-of-way between the property line and the N. 8th Street roadway), and that the combined side yard setback requirement be waived or established at 15-feet (*a 10-foot variation* from the 25-foot requirement). The proposed side yard setbacks and the 5-foot/10-foot rear yard setback are consistent with the underlying R-6 zoning. If preferable to the City, the Applicant is amenable to establishing these setbacks as a formal "building envelope" to be delineated on the Final Subdivision Plat.

The proposal is wholly compatible with the surrounding neighborhood. In addition, the requested variations are fully appropriate and warranted in exchange for guaranteeing the perpetual preservation of a substantial community benefit and valuable community asset by landmark designating Aspen oldest remaining example of a chalet residence and associated outbuilding. The layout of the proposal has been very carefully considered to guarantee the design of the new residence is sympathetic and subservient to the historic resource while maintaining the prominence of the chalet and associated trees from West Smuggler and 8th Streets. The chalet's iconic north and east facades, including the second-floor deck facing 8th Street, will forever remain highly visible and unobstructed, especially given the proposed building envelope/setbacks on the Vacant Lot.

On-Site Parking.

Per Code Section 26.415.110(d), on-site parking reductions are permitted for designated historic properties unable to contain the number of parking spaces required by the underlying zoning due to the existence of a historic resource. When the parking waiver will enhance or mitigate an adverse impact on the historic significance or architectural character of the designated property, the HPC may also waive any otherwise required cash-in-lieu of on-site parking for residential development.

Since the Chalet Lot will contain two detached single-family residences, the Code would require four on-site parking spaces, or two per dwelling. The Applicant is requesting a parking waiver of two spaces to allow one on-site parking space per dwelling. The

proposed plans include two one-car garages within the new detached structure. One of these spaces is to be dedicated to the chalet structure and the other is for the new residence. The two garages are separated by an interior wall and only one of the two spaces is accessible from within the attached residence. In addition, the Applicant seeks approval to maintain the existing fence and parking pull-out area within the West Smuggler Street right-of-way, as these have existed since the 1940s. Relocating the circa 1940s fence to match the West Smuggler Street property line is not feasible or desirable as it would necessitate impacts to the historically significant trees. This pull-out area within the West Smuggler Street right-of-way provides an additional 3-4 off-street parking spaces.

Placing two additional parking spaces on-site would require the removal of additional trees and greater impact on/crowding of the historic resources. A waiver of the requirement for two additional on-site spaces allows the two historic assets to standalone, without additions or alterations, surrounded by the massive trees that have always added to the character of the property and an appropriate, ample amount of open ground. As such, the waiver will enhance or mitigate an adverse impact on the historic significance or architectural character of the designated property; therefore, the fee inlieu should be waived as well.

Transferable Development Rights (TDR).

Section 26.415.110(k) provides that owners of properties listed on the Inventory may sever and convey, as a separate development right, undeveloped floor area to be developed on a different property within the City. The proposed Vacant Lot, being 8,000 square feet in the R-6 zone district, would normally allow 3,520 square feet of Floor Area for a single-family residence. However, in another proactive effort to ensure sensitivity to the important historic resources on the adjacent Chalet Lot, the Applicant is volunteering that the Vacant Lot be limited to just 3,240 square feet of floor area, or the same floor area allowed for a lot of only 6,000 square feet. With this 280 square foot reduction, the Applicant is requesting one (1) 250 square foot historic TDR that can be sold for use on a different, eligible receiver site within the City.

All other dimensional requirements of the R-6 zoning, as may be amended, would continue to govern development on the Vacant Lot. Such development will also remain subject to all other applicable codes, including but not necessarily limited to the Residential Design Standards.

F. RESIDENTIAL DESIGN STANDARDS, CHAPTER 26.410

As codified at Section 26.410.010(a),

The City's Residential Design Standards are intended to ensure a strong connection between residences and street; ensure buildings provide articulation to break up bulk and mass; and preserve historic neighborhood scale and character. The standards do not prescribe architectural style, but do require that each home, while serving the needs of its owner, contribute positively to the streetscape.

The Code further provides that the Residential Design Standards (RDS) are intended to achieve an environment where homes have a connection to the street, respond to neighboring properties, and reflect traditional building scale. The proposal preserves the historic chalet that has engaged the street for some 75 years and provides articulation by breaking up available bulk and mass into three small-to-modest, detached structures. It also not only preserves historic neighborhood scale and character, but its buildings are critical in defining the neighborhood's historic character and scale. Obtaining HPC approval of the proposed development inherently guarantees achieving of the objectives and intent of the RDS.

As such, to the extent that the proposed development and design of the new structure on the Chalet Lot fails to comply with any of the applicable RDS, it is proposed that such standard be waived under the umbrella of the negotiated AspenModern approval. The future development of the Vacant Lot, on the other hand, will be subject to consistency with any then applicable RDS.

G. GROWTH MANAGEMENT, CHAPTER 26.470

While this AM negotiation application seeks Major Subdivision approval and the granting of a residential development allotment for the Vacant Lot, it is requested that both resulting lots be permitted to mitigate for affordable housing in accordance with and pursuant to the Codes in effect for the development of preexisting parcels or lots created through a Lot Split process, as such code provisions may exist at the time of building permit applications.

Development of a second residential dwelling on the proposed 10,000 square foot Chalet Lot, as allowed by the R-6 zoning dimensional requirements, is exempt from growth management pursuant to Code Section 26.470.090(a) and will provide affordable housing mitigation accordingly. As requested, the Vacant Lot will allow the future development of a single-family home that is similarly exempt from growth management pursuant to Section 24.470.090(a). The existing lot was created by a Lot Split, and the new lots will have been subdivided and found to comply with the provisions of Subsection 26.480.020 (addressed later herein). As such, both resulting lots will mitigate for affordable housing in accordance with and pursuant to the Codes in effect at the time of building permit applications and no related fee waivers are requested.

It is the Applicant's intention to keep the Chalet Lot, including its two historic structures and the new residence they will build thereon. It is unlikely but possible that the new residence at the rear of the Chalet Lot could be developed in advance of the Vacant Lot being sold to a third party. The developing of this new residence at the rear of the Chalet Lot will trigger a requirement for payment of an affordable housing mitigation fee.

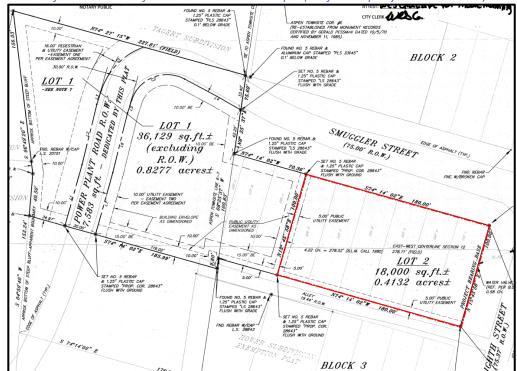
The Vandemoer family does not permanently reside within Aspen. Nevertheless, in recognition of the family having owned the subject property for more than 75 years, it is requested that, in the event the new residence on the Chalet Lot is to be developed in advance of the Vacant Lot having been sold, payment of the required affordable housing mitigation fee associated with the new residence on the Chalet Lot be allowed to be

deferred until at least one month following the Vacant Lot being sold to an unassociated third party. If the Vacant Lot is sold prior to building permit for the new alley residence on the Chalet Lot, then full payment of the applicable mitigation fee will be made at the time of its permit issuance.

H. SUBDIVISION, CHAPTER 26.480

The purpose of Chapter 26.480, Subdivision, of the Aspen Land Use Code is to: (a) assist in the orderly and efficient development of the City; (b) ensure the proper distribution of development; (c) encourage the well-planned subdivision of land by establishing standards for the design of a subdivision; (d) safeguard the interests of the public and the subdivider and provide consumer protection for the purchaser; (e) provide procedures so that development encourages the preservation of important and unique natural or scenic features, including but not limited to mature trees or indigenous vegetation, bluffs, hillsides or similar geologic features or edges of rivers and other bodies of water; and (f) promote and protect the health, safety and general welfare of the residents of the City of Aspen.

The subject property was recently created through a 2020 Minor Subdivision for a Lot Split that divided the original larger, merged parcel into two. The property is a rectangular-shaped 18,000 square foot lot (180′ x 100′) in the R-6 Zone District. It is legally described as Lot 2, Vandemoer Hill Lot Split according to the final plat thereof recorded November 6, 2020, in Plat Book 129 at Page 11, and it includes Lots D-I of Block 3, City and Townsite of Aspen (see Exhibit 5). Lot 1 is a vacant parcel under separate ownership and is not part of this application.



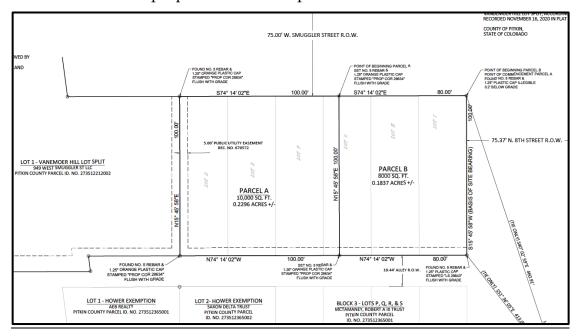
Excerpt Screenshot from Final Plat of the Vandemoer Hill Lot Split (Subject Property Outlined in Red):

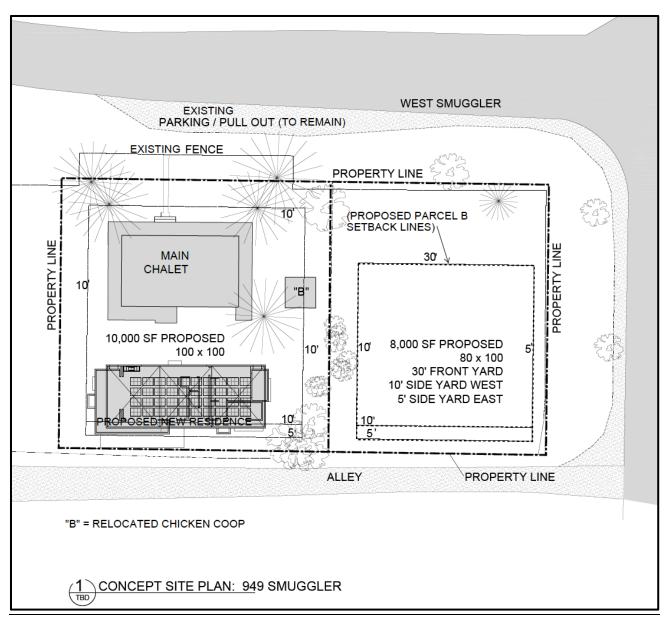
The current configuration of the subject property is the result of Ordinance No. 2 (Series of 2020) (hereinafter the "Ordinance") and the associated Final Plat. The Ordinance did not historically designate the property or put any significant restrictions on it. Instead, the Ordinance provides that any future development on Lot 2 is merely subject to the requirements of the R-6 zone district in place at such time as a development or redevelopment application is submitted (which time is now). However, the Ordinance provides that Lot 2 "shall not be further subdivided through the Minor Subdivision – Lot Split process." As such, this application does not seek a Minor Subdivision or Lot Split but instead requests Major Subdivision approval through the AM process to divide Lot 2 into Parcels A and B. Nonetheless, it is requested that both resulting lots be permitted to mitigate for affordable housing in accordance with and pursuant to the Codes in effect for the development of preexisting parcels or lots created through a Lot Split process, as such code provisions may exist at the time of building permit applications.

More specifically, the applicant intends to subdivide the property into two lots, as follows:

- (A) Parcel A (also referred to herein as the "Chalet Lot" or "Historic Lot") to be a 10,000 square foot, historically designated lot (100' x 100') and contain the historic chalet and relocated chicken coop (Outbuilding "B"), as well as a new detached single-family residence along the alley frontage; and
- (B) Parcel B (also referred to herein as the "Vacant Lot") to be a vacant 8,000 square foot lot (80' x 100') that will be given a residential growth management allotment but will not be designated or otherwise subject to HPC purview for future development of a single-family home. The existing storage building (Outbuilding "A") will be demolished.

The reduced-size diagrams provided below depict the proposed layout of the lots and structures as well as the proposed setback requirements.





Because this application does not involve a request for condominiumization, timesharing, a boundary adjustment, a lot split, or a historic landmark lot split, and because of the terms of the Ordinance, the review is Major Subdivision. Accordingly, the Applicant has provided information below relevant to and addressing the requirements in Code Sections 26.480.040, General Subdivision Review Standards, and 26.480.070, Major Subdivision.

Sec. 26.480.040, General Subdivision Review Standards.

All subdivisions are required to meet the following general standards and limitations in addition to the specific standards applicable to each type of subdivision. The applicable standards are provided below in indented and *italicized text*, and each is immediately followed by the Applicant's response demonstrating compliance or consistency therewith, as applicable.

(a) Guaranteed Access to a Public Way. All subdivided lots must have perpetual unobstructed legal vehicular access to a public way. A proposed subdivision shall not eliminate or obstruct legal vehicular access from a public way to an adjacent property. All streets in a Subdivision retained under private ownership shall be dedicated to public use to ensure adequate public and emergency access. Security/privacy gates across access points and driveways are prohibited.

The proposal allows for guaranteed perpetual and unobstructed legal vehicular access to the alley at the rear of the property as well as both North Eighth Street and West Smuggler Street. All other properties utilizing these public rights-of-way will maintain unobstructed access as well. There are and will not be any streets within the subdivision. No security or privacy gates across access points or driveways are proposed.

(b) Alignment with Original Townsite Plat. The proposed lot lines shall approximate, to the extent practical, the platting of the Original Aspen Townsite, and additions thereto, as applicable to the subject land. Minor deviations from the original platting lines to accommodate significant features of the site may be approved.

The proposed lot line runs in a straight line from the alley to West Smuggler Street, As such, it conforms to and aligns with the platting of the Original Aspen Townsite.

(c) Zoning Conformance. All new lots shall conform to the requirements of the zone district in which the property is situated, including variations and variances approved pursuant to this Title. A single lot shall not be located in more than one zone district unless unique circumstances dictate. A rezoning application may be considered concurrently with subdivision review.

The proposed lots will contain 10,000 and 8,000 square feet where the underlying R-6 zoning stipulates a minimum lot area of 6,000 square feet. The lots will also have a 100-and 80-foot lot widths where the required minimum is 60-feet. As such, the result will be two fully conforming lots of record. A rezoning is not required or requested, and both lots will remain zoned R-6.

(d) Existing Structures, Uses, and Non-Conformities. A subdivision shall not create or increase the non-conformity of a use, structure or parcel. A rezoning application or other mechanism to correct the non-conforming nature of a use, structure, or parcel may be considered concurrently.

In the case where an existing structure or use occupies a site eligible for subdivision, the structure need not be demolished and the use need not be discontinued prior to application for subdivision.

If approval of a subdivision creates a non-conforming structure or use, including a structure spanning a parcel boundary, such structure or use may continue until recordation of the subdivision plat. Alternatively, the City may accept certain assurance that the non-conformities will be remedied after recordation of the subdivision plat. Such assurances shall be reflected in a development agreement or other legal mechanism acceptable to the City Attorney and may be time-bound or secured with a financial surety.

The structures to be maintained are in conformance with the requirements of the underlying R-6 zoning, as such requirements are being varied through the AM process. The proposed single-family residential uses and densities are consistent with the R-6 zoning as well. The shed structure located along the southeast property lines where the alley meets N. 8th Street, is proposed for demolition. Thus, the proposed subdivision, with concurrent approval of the proposed setback provisions, will not result in any nonconformities.

Sec. 26.480.070, Major Subdivisions.

Code Section 26.480.070 provides that major subdivisions shall be approved, approved with conditions, or denied by the City Council, after receiving a recommendation from the Historic Preservation Commission. Major subdivisions are subject to Section 26.480.030, Procedures for Review, the standards and limitations of Section 26.480.040, General Subdivision Review Standards (addressed above), and the standards and limitations applicable to a land subdivision, as addressed below.

- (a) **Land Subdivision**. The division or aggregation of land for the purpose of creating individual lots or parcels shall be approved, approved with conditions, or denied according to the following standards:
 - (1) The proposed subdivision complies with the requirements of Section 26.480.040—General Subdivision Review Standards.

The proposed division of land for purposes of creating individual lots is considered a major subdivision. Compliance with the requirements of Section 26.480.040 has been demonstrated above.

(2) The proposed subdivision enables an efficient pattern of development that optimizes the use of the limited amount of land available for development.

The existing 18,000 square foot lot is not fully built out in terms of allowable floor area or density. The underlying R-6 zoning carries a minimum gross lot size of 6,000 square feet. Therefore, it is theoretically possible to subdivide the property into three conforming lots. However, such subdivision into three 6,000 square foot lots would not be possible without moving or demolishing the historic chalet that currently sits on three original townsite lots. Further, given the requirement for the subdivision to align with the original townsite plat, it would also be necessary to remove several of the exceptional trees from the property to make room for development of the three lots that would result. These are not acceptable or appropriate outcomes.

It would be possible to subdivide the 18,000 square feet of land into two lots of 9,000 square feet each, which would enable development of four single-family dwellings instead of the three proposed. While such a subdivision would optimize density, it is felt that it would also inappropriately crowd and overwhelm the historic community assets and the large trees. As such, it is believed that the proposed subdivision enables an appropriately efficient pattern of development that sensitively optimizes the use of the limited amount of land available.

(3) The proposed subdivision preserves important geologic features, mature vegetation, and structures or features of the site that have historic, cultural, visual, or ecological importance or contribute to the identity of the town.

The proposed subdivision would guarantee the perpetual preservation of two vital historic structures. It has also been carefully planned to maximize preservation of the important mature vegetation on the property. These features to be preserved have historic, cultural, visual, and ecological importance, all of which greatly and indisputably contributes to the identity of the town. There are no known geologic features on the property.

(4) The proposed subdivision prohibits development on land unsuitable for development because of natural or man-made hazards affecting the property, including flooding, mudflow, debris flow, fault ruptures, landslides, rock or soil creep, rock falls, rock slides, mining activity including mine waste deposit, avalanche or snow slide areas, slopes in excess of thirty percent (30%), and any other natural or man-made hazard or condition that could harm the health, safety, or welfare of the community. Affected areas may be accepted as suitable for development if adequate mitigation techniques acceptable to the City Engineer are proposed in compliance with Title 29—Engineering Design Standards. Conceptual plans for mitigation techniques may be accepted with specific design details and timing of implementation addressed through a Development Agreement pursuant to Chapter 26.490—Approval Documents.

The subject property is not known to be subject to or in any way affected by flooding, mudflow, debris flow, fault ruptures, landslides, rock or soil creep, rock falls, rockslides, mining activity, avalanche or snowslides, slopes greater than 30% or any other hazard or condition that could harm the health, safety or welfare of the community or any inhabitants of the property itself. The only "unsuitable" land for development on the property is the areas beneath the large conifer trees and these areas are being sufficiently avoided to ensure no harm to these resource trees.

(5) There has been accurate identification of engineering design and mitigation techniques necessary for development of the proposed subdivision to comply with the applicable requirements of Municipal Code Title 29 - Engineering Design Standards and the City of Aspen Urban Runoff Management Plan (URMP). The City Engineer may require specific designs, mitigation techniques, and implementation timelines be defined and documented within a Development Agreement.

All identification of engineering design and mitigation techniques for development of the proposed subdivision was considered with the Vandemoer Hill Lot Split. All new development will require the same types of engineering studies and design considerations that are typical throughout the West End area. A new home was recently developed immediately across North Eighth Street and the subject property is not significantly different from an engineering or URMP perspective. All new development will comply with adopted engineering standards.

(6) The proposed subdivision shall upgrade public infrastructure and facilities necessary to serve the subdivision. Improvements shall be at the sole cost of the developer.

It is not anticipated that the proposed subdivision would generate impacts that would necessitate significant upgrades to public infrastructure and facilities. However, should any such improvements prove necessary, the developer will bear all associated costs.

(7) The proposed subdivision is exempt from or has been granted all growth management approvals pursuant to Chapter 26.470—Growth Management Quota System, including compliance with all affordable housing requirements for new and replacement development as applicable.

As part of the AM negotiated benefits, it is requested that the Vacant Lot be granted a residential development allotment. Further, while this AM negotiation application seeks major subdivision approval, it is requested that both resulting lots be permitted to mitigate for affordable housing in accordance with and pursuant to the Codes in effect for the development of preexisting parcels or lots created through a Lot Split process, as such code provisions may exist at the time of building permit applications. In effect, the Vacant Lot will allow the future development of a single-family home that is similarly exempt from growth management pursuant to Section 24.470.090(a). As such, the necessary administrative growth management exemptions have been requested concurrent with this subdivision and AM approval.

(8) The proposed subdivision meets the School Land Dedication requirements of Chapter 26.620 and any land proposed for dedication meets the criteria for land acceptance pursuant to said Chapter.

The subject property does not include adequate area for the dedication of land. As such, fees in lieu of school land dedication will be paid in association with development of the resulting Vacant Lot. Such fees will be paid at the time of building permit issuance for the new home on the Vacant Lot.

(9) A Subdivision Plat shall be reviewed and recorded in the office of the Pitkin County Clerk and Recorder, pursuant to Chapter 26.490—Approval Documents.

A proposed Final Subdivision Plat of The Vandemoer Lot 2 Subdivision is provided herewith for review, as part of the attached proposed plans package. The Final Subdivision Plat will be recorded in the office of the Pitkin County Clerk and Recorder, pursuant to Chapter 26.490, Approval Documents.

(10) A Development Agreement shall be reviewed and recorded in the office of the Pitkin County Clerk and Recorder, pursuant to Chapter 26.490—Approval Documents.

Should this application be approved, a Development Agreement memorializing the terms of the approval will be provided to the City for review and recording in the office of the Pitkin County Clerk and Recorder, pursuant to Chapter 26.490, Approval Documents. As is customary, it is requested that a draft Development Agreement be required to be submitted to the City for review within 180-days of this application's final approval.

I. MEDIUM-DENSITY RESIDENTIAL (R-6) ZONING, SECTION 26.710.040

The proposal provides areas for long-term residential purposes and customary accessory uses. Recreational and institutional uses are found in proximity to the property and its existing and intended detached residential dwellings. The property is within the original Aspen Townsite and will contain an appropriately dense settlement of detached residences within walking distance of both the center of the City and locally and regionally serving transit stops. Therefore, the proposal is completely consistent with the codified Purpose of the underlying R-6 zone district.

The proposed detached residential dwellings are a permitted use, and no conditional uses are being considered. The proposed lots comply with the 6,000 square foot minimum gross lot area and the 60-foot minimum lot width requirements. The proposed residential densities on each of the lots are consistent with the minimum net lot area per dwelling unit requirements of the R-6 zone.

The Chalet Lot (proposed Parcel A) and its proposed development is consistent in virtually all respects with the underlying R-6 zone district dimensional requirements, including its limitations on floor area. The Applicant is *not* requesting a Floor Area Bonus from the HPC. Minimum front yard setback requirements are and will continue to be exceeded.

The Chalet Lot will have two detached residential dwellings and, since these will be separated by more than ten (10) feet, they are not subject to a combined side yard setback requirement. The Chalet Lot will comply with the 10-foot minimum west side yard setback requirement, but an east side yard setback variation is requested from the HPC to allow the small chicken coop outbuilding to be relocated such that it would have a 5-foot east side yard setback.

The R-6 zoning allows a 5-foot rear yard setback for accessory buildings and for the portion of a principal building used solely as a garage; this application requests that the HPC grant a rear yard setback variation to allow the principal residence to benefit from the same 5-foot rear yard setback requirement and to have a lightwell of more than minimum size in the rear yard setback.

The existing and proposed structures on the Chalet Lot comply with the 25-foot maximum height, and all structures will have more than 5-feet of separation between them. The 10,000 square foot Chalet Lot will have a maximum site coverage requirement of 36.66%, or 3,666 square feet. The proposed site plan and its 25.32% site coverage complies with this limitation.

As indicated and calculated on the attached plans, the existing chalet residence includes 1,888.44 square feet of Floor Area (including subgrade and decks), and the chicken coop (Outbuilding "B") to be maintained has a Floor Area of 127.5 square feet. The current Land Use Code and R-6 zoning allow the proposed 10,000 square foot Chalet Lot two detached residential dwellings with a combined Floor Area of 4,140 square feet. After deducting the Floor Area of the two historic structures to be maintained, there is 2,124.06 square feet of Floor Area available for use in the new residence (4140 – [1888.44 + 127.5]).

Calculated pursuant to current Code, the proposed additional residence has a measured Floor Area of 2,108.39 square feet. As such, the total proposed Floor Area to be located on the Chalet Lot is 4,124.33 square feet, or 15.67 square feet less than the 4,140 square feet of Floor Area the R-6 zoning allows.

On the Vacant Lot (proposed Parcel B), it is proposed that the standard 10-foot front setback be *increased* three-fold to 30-feet for above-grade improvements to assure maximum visibility of the historic structures from West Smuggler Street and its North 8th Street intersection (utilities and subgrade improvements would continue to be subject to the standard 10-foot front yard setback requirement). To accommodate this, it is also proposed that the east side yard setback for this 8,000 square foot lot be 5-feet, as required (adjacent to the nearly 30-feet of unoccupied right-of-way between the property line and the N. 8th Street roadway), and that the combined side yard setback requirement be waived or established at 15-feet (*a 10-foot variation* from the 25-foot requirement). The proposed side yard setbacks and the 5-foot/10-foot rear yard setback are consistent with the underlying R-6 zoning. If preferable to the City, the Applicant is amenable to establishing these setbacks as a formal "building envelope" to be delineated on the Final Subdivision Plat.

The proposed Vacant Lot, being 8,000 square feet in the R-6 zone district, would normally allow 3,520 square feet of Floor Area for a single-family residence. However, in another proactive effort to ensure sensitivity to the important historic resources on the Chalet Lot, the Applicant is volunteering that the Vacant Lot be limited to just 3,240 square feet of floor area, or the same floor area allowed for a lot of only 6,000 square feet. With this 280 square foot reduction, the Applicant is requesting one (1) 250 square foot historic TDR that can be sold for use on a different, eligible receiver site within the City. All other dimensional requirements of the R-6 zoning, as may be amended, would continue to govern development on the Vacant Lot. Such development will also remain subject to all other applicable codes, including but not necessarily limited to the Residential Design Standards.

Also, please refer to the Dimensional Requirements Forms included with Exhibit 1.

J. COMBINED REVIEWS, SECTION 26.304.060(B)(1)

Section 26.304.060(b)(1) of the Code provides that,

The procedures for reviewing development plans and applications where more than one (1) development approval is being sought simultaneously may be combined or modified whenever the Community Development Director determines, in consultation with the applicant, that such combination or modification would eliminate or reduce duplication and ensure economy of time, expense and clarity; provided, however, that all public noticing normally associated with the subject development application(s) is maintained and that a thorough and full review of the application and proposed development as otherwise required by this Title is achieved.

An AspenModern proposal such as that provided in this application inherently requires a comprehensive, combined review where all requests are considered concurrently.

Combining the various reviews that are requested will eliminate or reduce duplication while ensuring the economy of time, expense and clarity required under Code Section 26.415.025(c)(1), *Ninety-Day Negotiation Period*. Duly public noticed public hearings will continue to take place before the HPC as well as the Aspen City Council, and a thorough and full review of the application and proposed development will be achieved.

As part of this Combined Review and AM negotiation, the Applicant seeks to obtain both Conceptual and Final Major Development approval from the HPC. A thorough and full review of the application and proposed development will be achieved since the historic assets are not being added to or otherwise altered. The architectural detailing of the proposed new residence along the alley are sufficiently represented to enable Final Review to occur concurrently with the Conceptual Review, and the Vacant Lot will not be subject to HPC purview. Nothing worthwhile would be gained by separating the Conceptual and Final Reviews into two applications and two processes but doing so would cause duplication and unnecessary increases in time and expense for the Applicant, who has willfully entered a 90-Day AspenModern Negotiation.

K. EXTENSION OF VESTED RIGHTS, SECTION 26.308.010(c)

Once the negotiated approvals are granted, the historic designation will take immediate and perpetual effect. However, the Applicant does not have the financial wherewithal to immediately develop the new residence at the rear of the Chalet Lot and seeks a comfortable time cushion to be able to realize this plan.

Consequently, the Applicant requests a 10-year period of vested property rights with the approvals granted pursuant to this AM application. With this, it is recognized that fees due for mitigation requirements would be based on the Codes in affect at the time the fee is incurred (i.e., at the time of building permit application), that the vested rights would not protect against newly adopted or amended rules of general applicability (i.e., fire, energy, electrical codes, etc.), and that any duly adopted short-term rental restrictions would apply to the resulting properties.

Per Section 26.308.010(c) of the Code, the City Council may approve an extension of vested rights. In reviewing such a request, the City Council shall consider, but not be limited to, the following criteria (each is cited below in indented and *italicized text* and immediately followed by the Applicant's response):

a. The applicant's compliance with any conditions requiring performance prior to the date of application for extension or reinstatement;

This standard is not applicable given that the request is for an extended period of initial vested rights, not a reinstatement or extension. Nevertheless, as stated above, the City will immediately have its part of the deal (the historic designation) guaranteed in perpetuity.

b. The progress made in pursuing the project to date including the effort to obtain any other permits, including a building permit and the expenditures made by the applicant in pursuing the project;

This standard is also not applicable given that the request is for an extended period of initial vested rights, not a reinstatement or extension. Regardless, the Applicant has voluntarily incurred and covered all costs associated with preparing this application (including but not limited to legal, planning, surveyor, engineering and architectural fees). There have also been substantial "soft costs" incurred and risked by the Applicant in making this AM negotiation possible, including but not limited to the extended period of incurring taxes and the carry/opportunity costs of having kept and not sold the property.

c. The nature and extent of any benefits already received by the City as a result of the project approval such as impact fees or land dedications;

The guaranteed and perpetual nature and substantial benefits that will be received by the City because of the project approval have been addressed at length throughout the foregoing. The City has demonstrated a very high level of decades-long interest in historically designating the subject property. Only now, with this Applicant as the sole remaining owner of the property, does the City finally find itself in a position where there is an earnest opportunity to achieve the public goals of historic preservation at 949 West Smuggler Street. Although entitled to make such requests, the Applicant is not requesting any fee waivers beyond those normally allowed for historic properties (i.e., a residential parking waiver without a fee in-lieu).

d. The needs of the City and the applicant that would be served by the approval of the extension or reinstatement request.

The Applicant does not have the financial wherewithal to immediately develop the new residence at the rear of the Chalet Lot and seeks a comfortable time cushion to be able to realize this plan. The Applicant will also need to sell the Vacant Lot and needs adequate time to get this done before the remaining vested rights period is too short or hurried. In short, the Applicant does not want to be hurried to act upon the approval while the historic designation granted in exchange is guaranteed in perpetuity.

The Applicant is not requesting an equal exchange in the form of perpetual vested rights, although one might argue that such would be warranted. Instead, the Applicant is requesting just ten years of vested rights to act upon the approvals but with the public-benefitting caveats that:

- (1) The historic preservation needs of the City will be immediately and perpetually satisfied;
- (2) The affordable housing mitigation required will remain subject to whatever is current at the time of building permit application (i.e., not vesting against changes to affordable housing mitigation requirements);
- (3) The vested rights will not protect against newly adopted or amended rules of general applicability (i.e., fire, energy, electrical codes, etc.); and
- (4) Any duly adopted short-term rental restrictions will apply to the resulting properties.

These recognized and understood caveats ensure that important City needs will continue to be served.

ORDINANCE NO. 02 (SERIES OF 2020)

AN ORDINANCE OF THE ASPEN CITY COUNCIL APPROVING THE VANDEMOER HILL LOT SPLIT FOR PROPERTY COMMONLY DESCRIBED AS 949 WEST SMUGGLER STREET, LEGALLY DESCRIBED IN EXHIBIT A; CITY OF ASPEN, PITKIN COUNTY, COLORADO

PARCEL ID #'s: 273512212001 and 273500

WHEREAS, the Community Development Department has received an application from 949 West Smuggler Street, LLC (Applicant), represented by Chris Bendon, BendonAdams, LLC, requesting a Minor Subdivision – Lot Split for property located at 949 West Smuggler Street (legally described in Exhibit A of this Ordinance) to create two (2) separate and distinct lots - Lot 1 and Lot 2; and,

WHEREAS, pursuant to Chapter 26.480.060.A and 26.480.040 of the Land Use Code, a Minor Subdivision – Lot Split shall be approved, approved with conditions, or denied by the City Council, after receiving a recommendation from the Community Development Director; and,

WHEREAS, upon initial review of the application and the applicable code standards, the Community Development Department recommended approval of the request; and,

WHEREAS, the Aspen City Council considered the Minor Subdivision request at 1st Reading on February 25th, 2020 and at 2nd Reading (duly noticed public hearing) on July 14th, 2020; and,

WHEREAS, the City Council has reviewed and considered the Minor Subdivision - Lot Split application proposal under the applicable provisions of the Municipal Code as identified herein, has reviewed and considered the recommendation from the Community Development Director, the applicable referral agencies, and has taken and considered public comment at a duly noticed public hearing; and,

WHEREAS, the City Council finds that the Minor Subdivision – Lot Split proposal meets the applicable land use standards; and,

WEREAS, the City Council further finds that the dedication of this portion of the Road as Right of Way from the Applicant to the City of Aspen for public use will establish its ongoing public use; and,

WHEREAS, the City Council finds that this Ordinance furthers and is necessary for the promotion of public health, safety, and welfare.

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF ASPEN, COLORADO, THAT:



DOC CODE: ORDINANCE

Pg 1 of 5, 08/14/2020 at 09:22:50 AM Janice K. Vos Caudill, Pitkin County, CO

Section 1: Minor Subdivision - Lot Split

Pursuant to the procedures and standards set forth in Title 26 of the Aspen Municipal Code, the Aspen City Council hereby approves the Minor Subdivision – Lot Split for property located 949 West Smuggler Street. The lot to the east containing the existing improvements is designated Lot 2. The newly created western lot is designated Lot 1. These designations shall be shown in the final plat.

Section 2: Future City Review Required

Prior to building permit submittal for any future development or redevelopment on Lots 1 or 2, further City of Aspen review, including but not limited to, Residential Design Standards Review is required.

Section 3: Zoning

At the time of this subdivision, portions of Lot 1 are zoned R-6 and R-30. Therefore, future development of Lot 1 is subject to the Split Zoning requirements of the Land Use Code Section 26.710.022 in place at such time as a development application is made. Any future development on Lot 2 is subject to the requirements of the R-6 zone district in place at such time an application is made.

Section 4: Development Restriction

To acknowledge the subject property's unusual site circumstances, a building restriction is placed on the portion of land zoned R-30, west of Power Plant Road that restricts all future development. This area of land shall be identified on the final subdivision plat and a note shall be placed on the plat acknowledging this restriction. A building envelope, pursuant to Land Use Code 26.575.110 and described on the final plat, shall be placed on that portion of the newly created Lot 1 zoned R-6 and located east of the Power Plant Road to identify that area of Lot 1 permitted for future development in accordance with the requirements of this ordinance and applicable Zone District standards.

Section 5: Future Development and Floor Area

The development restriction on Lot 1 described in Section 4 of this ordinance does not reduce the gross lot area used for the purposes of Floor Area calculations. Such calculations shall be made in accordance with the requirements and calculation methods of the Land Use Code in place at the time a development application is made for Lot 1.

Section 6: Power Plant Road Right-of-Way and Easements - Dedication to the City of Aspen

The City Council hereby accepts for public use the dedication from the Applicant to the City of Aspen of Power Plant Road Right-of-Way at a width of 30-feet as it traverses the subject property. Additionally, City Council hereby accepts the dedication of a 16-foot wide utility and pedestrian easement on the west side of the Power Plant Road dedication area and a 10-foot utility easement on the east side of the Power Plant Road dedication area. These dedications shall be depicted and legally described in a note on the final subdivision plat and in accordance with Engineering Standards in place at the time of approval.

Section 7: Further Lot Split

Pursuant to Land Use Code Section 26.480.060.A.2, Lot 1 and Lot 2 shall not be further subdivided through the Minor Subdivision – Lot Split process.

Section 8: Lot Spanning Right-of-Way

Dedication of Power Plant Road Right-of-Way from the Applicant to the City of Aspen does not further subdivide Lot 1, now or in the future.

Section 9: Setbacks

The setbacks for Lot 1 are as follows: south -15 feet, all other lot lines -10 feet, and the combined side yard setback does not apply. The Lot 2 setbacks are subject to the zoning requirements for R-6 in place at such time as a development or redevelopment application is submitted.

Section 10: Non-conforming sheds

Structures located on Lot 2 at the time of this lot split plat filing, consisting of a home and two wooden shed structures, and which may conflict with zoning setback requirements, are subject to the Non-Conformities regulations in Land Use Code Section 26.312.

Section 11: Utility Easements

The portion of the utility easement dedicated on the south side of Lot 2, shall be limited to five (5) feet in width.

Section 12: Final Plat

Within 60 days of final approval of the Vandemoer Hill Lot Split, the Applicant shall submit for review, approval, and recordation a final plat depicting the approved subdivision.

Section 13:

This ordinance shall not affect any existing litigation and shall not operate as an abatement of any action or proceeding now pending under or by virtue of the ordinances repealed or amended as herein provided, and the same shall be conducted and concluded under such prior ordinances.

Section 14:

If any section, subsection, sentence, clause, phrase, or portion of this resolution is for any reason held invalid or unconstitutional in a court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and shall not affect the validity of the remaining portions thereof.

Section 15:

A duly noticed public hearing on this Ordinance was held on the 14th day of July, 2020 at 5:00 PM in the City Council Chambers, Aspen City Hall, Aspen, Colorado.

FINALLY, adopted, passed, and approved by	a	to	<u>-</u>)	vote	on this	14 th
day of July, 2020.						

Approved as to form:

Approved as to content:

James R. True, City Attorney

Torre, Mayor

Attest:

Nicole Henning, City Clerk

Exhibit A Legal Description of subject property (un-subdivided)

PARCEL 1

LOTS A, B, C, D, E, F, G, H AND I, BLOCK 3, CITY AND TOWNSITE OF ASPEN.

PARCEL 2

THAT CERTAIN PARCEL OF LAND, TOGETHER WITH ALL RIGHTS, PRIVILEGES AND EASEMENTS CONTAINED IN THE DEED HEREIN-AFTER DESCRIBED, CONVEYED TO H.R. VANDEMOER BY VIRGINIA S. CHAMBERLAIN BY DEED DATED APRIL 20, 1959, DULY RECORDED JUNE 2, 1959 AS RECEPTION NO. 109073 IN BOOK 187 AT PAGE 389 OF THE RECORDS IN THE OFFICE OF THE CLERK OF THE RECORDED OF PITKIN COUNTY, COLORADO.

SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS (FROM RECEPTION NO. 108073):

THAT CERTAIN PARCEL OF LAND IN SECTION 12, TOWNSHIP 10 SOUTH, RANGE 85 WEST, 6TH P.M., DESCRIBED IN DOCUMENT NO. 96608 IN BOOK 170 AT PAGE 565 OF THE RECORDS FOR PITKIN COUNTY LYING NORTHERLY OF THE CENTERLINE OF THE ALLEY IN BLOCK 3 OF THE CITY AND TOWNSITE OF ASPEN PROJECTED WESTERLY TO ITS INTERSECTION WITH THE WESTERLY LINE OF SAID TRACT OF LAND DESCRIBED IN SAID DOCUMENT NO. 96608 OF THAT PARCEL OF LAND CONVEYED BY MICHAEL MAROLT TO H.R. VANDEMOER AND ARTHUR PFISTER BY QUIT CLAIM DEED DATED JULY 14, 1949.

INCLUDING ALL RIGHTS AND PRIVILEGES TO USE THE ROADWAY AS NOW CONSTRUCTED AND IN USE FROM SMUGGLER STREET ACROSS SAID ABOVE DESCRIBED PROPERTY TO THAT PORTION OF LAND DESCRIBED IN SAID DOCUMENT NO. 96608 LYING SOUTHERLY OF THE CENTERLINE OF THE ALLEY IN SAID BLOCK 3 PROJECTED WESTERLY, IT BEING THE INTENTION OF THE GRANTOR TO RELEASE AND QUIT-CLAIM FOREVER HER INTEREST IN SAID EASEMENT USED FOR INGRESS AND EGRESS TO SMUGGLER STREET.

LESS AND EXCEPT ALL OF THAT PROPERTY DESCRIBED IN THAT DOCUMENT RECORDED JUNE 2, 1959 IN BOOK 187 AT PAGE 388, AS RECEPTION NO. 108072.

COUNTY OF PITKIN. STATE OF COLORADO.



427 Rio Grande Place, Aspen, CO 81611 (970) 920.5090 www.aspen.gov

NOTICE OF EXEMPTION AND AUTHORIZATION TO APPLY FOR LAND USE/BUILDING PERMITS DURING THE EFFECTIVE TERM OF ORDINANCE #27, SERIES OF 2021

Property Address:
Parcel ID Number:
Property Owner:
Representative/email:
Scope of Work (Provide narrative here and a separate pdf which is a succinct and clear set of supporting documents, to be attached to this form as Exhibit A, such as Letters of Completeness, Resolutions, Development Orders, Land Use Case numbers, Building Permit numbers etc. If the representation being made is that the work does not involve dimensional changes prohibited by the moratorium provide existing and proposed calculations, floor Plans and and elevations to be attached:

Due to the circumstances noted below, the above referenced project as defined by the Scope of Work is exempt from the application of Ordinance #27, Series of 2021, and is authorized to pursue a land use review and/or building permit review during the effective term of Ordinance #27, Series of 2021, an ordinance which generally places a moratorium on residential development. This authorization does not guarantee issuance of a building permit or approval of any land use application. The applicant must submit complete information and pursue all authorized approvals in a timely fashion, adhering to all deadlines for submission, terms of Vested Rights, response times required to maintain an active building permit, and all other Land Use Code and Building Code requirements in effect as of December 8, 2021. Any amendments and or additional approvals not addressed or identified in the application, may be subject to Ordinance #27, Series of 2021.

The project described above is permitted to proceed with land use review because (check all that apply):

A land use application for a Development Order or Notice of Approval was submitted to the Community Development Department prior to final passage of the ordinance on December 8, 2021, and was subsequently deemed to be complete by the Community Development Department Director. The land use application is seeking a Development Order or Notice of Approval for a project consisting of 100% Affordable Housing as that term is defined at §26.104.100 of the Aspen Municipal Code, or as may be deemed necessary for the issuance of Certificates of Affordable Housing for a 100% Affordable Housing project, or as determined by the Community Development Director. □ The land use application involves Voluntary AspenModern designation processes that meet the requirements of Section 26.415.025.C and 26.415.030. The land use application or administrative request may be necessary to issue exempt building permits as described below, and as determined by the Community Development Director. The project described above is permitted to submit for building permit review because (check all that apply): A building permit application was submitted to the Community Development Department prior to final passage of the ordinance on December 8, 2021, and was subsequently deemed to be complete by the Chief Building Official. □ It is a building permit for a project that will not increase the gross square footage of development, Net leasable area, or Net livable area of any building and does not meet the definition of demolition. It is a building permit for a project that will not increase the Height of any building. This includes additions to or replacement of mechanical equipment or energy efficiency systems pursuant to height exemptions as set forth at §26.575.020 of the Aspen Municipal Code, or as determined by the Community Development Director. It is a building permit for commercial and lodge development as stand-alone uses on a parcel or property. □ The project has received or is eligible to receive a Development Order or Notice of Approval on the effective date of this ordinance. It is a building permit for 100% affordable housing projects as that term is defined at §26.104.100 of the Aspen Municipal Code. □ It is a building permit for demolition or repair of non-habitable structures. _, 20___, this certificate is valid through the effective date of Ordinance #27, Series of 2021, or any Ordinance which supersedes a provision of Ordinance #27, Series of 2021 in a manner which is relevant to the Scope of Work. A copy of this certificate is required when applying for any land use review or building permit. This Notice is not a Development Order or Administrative Determination that is subject to appeal. Amy Simon Planning Director, for

Phillip Supino

Community Development Director

Disclaimer: This exemption is given based on the information provided by the applicant. If changes are made, or the scope, after a more detailed review, is found to be subject to Ordinance 27, 2021, the exemption may be revoked.

Exhibit A: Floor plans and elevations representing scope of work



Land Title Guarantee Company Customer Distribution

/!\

PREVENT FRAUD - Please remember to call a member of our closing team when initiating a wire transfer or providing wiring instructions.

Order Number: Q62013800 Date: 12/10/2021

Property Address: 949 W SMUGGLER ST, ASPEN, CO 81611

PLEASE CONTACT YOUR CLOSER OR CLOSER'S ASSISTANT FOR WIRE TRANSFER INSTRUCTIONS

For Closing Assistance

For Title Assistance

Land Title Roaring Fork Valley Title

Leam

533 E HOPKINS #102 ASPEN, CO 81611 (970) 927-0405 (Work) (970) 925-0610 (Work Fax) valleyresponse@ltgc.com

Seller/Owner

VANDEMOER FAMILY INC, Delivered via: Delivered by Realtor MITCH Attention: MITCH mitch@hlpaspen.com

Delivered via: Electronic Mail

VANDEMOER FAMILY, INC Attention: CHRIS VANDEMOER PO BOX 668 STERLING, CO 80751

(970) 580-5801 (Work) Delivered via: Electronic Mail

ALTA COMMITMENT

Old Republic National Title Insurance Company

Schedule A

Order Number: Q62013800

Property Address:

949 W SMUGGLER ST, ASPEN, CO 81611

1. Effective Date:

12/03/2021 at 5:00 P.M.

2. Policy to be Issued and Proposed Insured:

"TBD" Commitment \$0.00

Proposed Insured:

A BUYER TO BE DETERMINED

3. The estate or interest in the land described or referred to in this Commitment and covered herein is:

A FEE SIMPLE

4. Title to the estate or interest covered herein is at the effective date hereof vested in:

VANDEMOER FAMILY INC., A COLORADO S-CORP

5. The Land referred to in this Commitment is described as follows:

LOT 2.

VANDEMOER HILL LOT SPLIT, ACCORDING TO THE FINAL PLAT THEREOF RECORDED NOVEMBER 16, 2020 IN PLAT BOOK 129 AT PAGE 11.

COUNTY OF PITKIN, STATE OF COLORADO.

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ALTA COMMITMENT

Old Republic National Title Insurance Company Schedule B, Part I (Requirements)

Order Number: Q62013800

All of the following Requirements must be met:

This proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.

Pay the agreed amount for the estate or interest to be insured.

Pay the premiums, fees, and charges for the Policy to the Company.

Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.

- 1. EVIDENCE SATISFACTORY TO THE COMPANY THAT THE TERMS, CONDITIONS AND PROVISIONS OF THE CITY OF ASPEN TRANSFER TAX HAVE BEEN SATISFIED.
- 2. LAND TITLE WILL REQUIRE EVIDENCE OF THE RETT BEING SATISFIED ON DEED RECORDED DECEMBER 3, 2020 AS RECEPTION NO. 671156.
- 3. DULY EXECUTED AND ACKNOWLEDGED STATEMENT OF AUTHORITY SETTING FORTH THE NAME OF VANDEMOER FAMILY INC., A COLORADO S-CORP AS A CORPORATION. THE STATEMENT OF AUTHORITY MUST STATE UNDER WHICH LAWS THE ENTITY WAS CREATED, THE MAILING ADDRESS OF THE ENTITY, AND THE NAME AND POSITION OF THE PERSON(S) AUTHORIZED TO EXECUTE INSTRUMENTS CONVEYING, ENCUMBERING, OR OTHERWISE AFFECTING TITLE TO REAL PROPERTY ON BEHALF OF THE ENTITY AND OTHERWISE COMPLYING WITH THE PROVISIONS OF SECTION 38-30-172, CRS.

NOTE: THE STATEMENT OF AUTHORITY MUST BE RECORDED WITH THE CLERK AND RECORDER.

4. GOOD AND SUFFICIENT DEED FROM VANDEMOER FAMILY INC., A COLORADO S-CORP TO A BUYER TO BE DETERMINED CONVEYING SUBJECT PROPERTY.

NOTE: ADDITIONAL REQUIREMENTS OR EXCEPTIONS MAY BE NECESSARY WHEN THE BUYERS NAMES ARE ADDED TO THIS COMMITMENT. COVERAGES AND/OR CHARGES REFLECTED HEREIN, IF ANY, ARE SUBJECT TO CHANGE UPON RECEIPT OF THE CONTRACT TO BUY AND SELL REAL ESTATE AND ANY AMENDMENTS THERETO.

THIS COMMITMENT IS FOR INFORMATION ONLY, AND NO POLICY WILL BE ISSUED PURSUANT HERETO.

ALTA COMMITMENT

Old Republic National Title Insurance Company Schedule B, Part II

(Exceptions)

Order Number: Q62013800

This commitment does not republish any covenants, condition, restriction, or limitation contained in any document referred to in this commitment to the extent that the specific covenant, conditions, restriction, or limitation violates state or federal law based on race, color, religion, sex, sexual orientation, gender identity, handicap, familial status, or national origin.

- Any facts, rights, interests, or claims thereof, not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
- 2. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
- 3. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
- 4. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
- Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the
 public records or attaching subsequent to the effective date hereof but prior to the date of the proposed
 insured acquires of record for value the estate or interest or mortgage thereon covered by this
 Commitment.
- 6. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
- 7. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water.
- 8. RESERVATIONS AND EXCEPTIONS AS SET FORTH IN THE DEED FROM THE CITY OF ASPEN RECORDED JANUARY 17, 1888 IN BOOK 59 AT PAGE 292, PROVIDING AS FOLLOWS: THAT NO TITLE SHALL BE HEREBY ACQUIRED TO ANY MINE OF GOLD, SILVER, CINNABAR OR COPPER OR TO ANY VALID MINING CLAIM OR POSSESSION HELD UNDER EXISTING LAWS.
- 9. RESERVATIONS AND EXCEPTIONS AS SET FORTH IN THE DEED FROM THE CITY OF ASPEN RECORDED AUGUST 08, 1888 IN BOOK 59 AT PAGE 468, PROVIDING AS FOLLOWS: THAT NO TITLE SHALL BE HEREBY ACQUIRED TO ANY MINE OF GOLD, SILVER, CINNABAR OR COPPER OR TO ANY VALID MINING CLAIM OR POSSESSION HELD UNDER EXISTING LAWS.
- 10. TERMS, CONDITIONS, PROVISIONS AND OBLIGATIONS OF ORDINANCE BY THE ASPEN CITY COUNCIL, NO. 02, SERIES OF 2020 RECORDED AUGUST 14, 2020 AS RECEPTION NO. 666991.
- 11. EASEMENTS, CONDITIONS, COVENANTS, RESTRICTIONS, RESERVATIONS AND NOTES ON THE PLAT OF VANDEMOER HILL LOT SPLIT RECORDED NOVEMBER 16, 2020 IN BOOK 129 AT PAGE 11.
- 12. TERMS, CONDITIONS, PROVISIONS AND OBLIGATIONS OF EASEMENT AGREEMENT RECORDED NOVEMBER 16, 2020 AS RECEPTION NO. <u>670573</u>.



LAND TITLE GUARANTEE COMPANY DISCLOSURE STATEMENTS

Note: Pursuant to CRS 10-11-122, notice is hereby given that:

- (A) The Subject real property may be located in a special taxing district.
- (B) A certificate of taxes due listing each taxing jurisdiction will be obtained from the county treasurer of the county in which the real property is located or that county treasurer's authorized agent unless the proposed insured provides written instructions to the contrary. (for an Owner's Policy of Title Insurance pertaining to a sale of residential real property).
- (C) The information regarding special districts and the boundaries of such districts may be obtained from the Board of County Commissioners, the County Clerk and Recorder, or the County Assessor.

Note: Effective September 1, 1997, CRS 30-10-406 requires that all documents received for recording or filing in the clerk and recorder's office shall contain a top margin of at least one inch and a left, right and bottom margin of at least one half of an inch. The clerk and recorder may refuse to record or file any document that does not conform, except that, the requirement for the top margin shall not apply to documents using forms on which space is provided for recording or filing information at the top margin of the document.

Note: Colorado Division of Insurance Regulations 8-1-2 requires that "Every title entity shall be responsible for all matters which appear of record prior to the time of recording whenever the title entity conducts the closing and is responsible for recording or filing of legal documents resulting from the transaction which was closed". Provided that Land Title Guarantee Company conducts the closing of the insured transaction and is responsible for recording the legal documents from the transaction, exception number 5 will not appear on the Owner's Title Policy and the Lenders Policy when issued.

Note: Affirmative mechanic's lien protection for the Owner may be available (typically by deletion of Exception no. 4 of Schedule B, Section 2 of the Commitment from the Owner's Policy to be issued) upon compliance with the following conditions:

- (A) The land described in Schedule A of this commitment must be a single family residence which includes a condominium or townhouse unit.
- (B) No labor or materials have been furnished by mechanics or material-men for purposes of construction on the land described in Schedule A of this Commitment within the past 6 months.
- (C) The Company must receive an appropriate affidavit indemnifying the Company against un-filed mechanic's and material-men's liens.
- (D) The Company must receive payment of the appropriate premium.
- (E) If there has been construction, improvements or major repairs undertaken on the property to be purchased within six months prior to the Date of Commitment, the requirements to obtain coverage for unrecorded liens will include: disclosure of certain construction information; financial information as to the seller, the builder and or the contractor; payment of the appropriate premium fully executed Indemnity Agreements satisfactory to the company, and, any additional requirements as may be necessary after an examination of the aforesaid information by the Company.

No coverage will be given under any circumstances for labor or material for which the insured has contracted for or agreed to pay.

Note: Pursuant to CRS 10-11-123, notice is hereby given:

This notice applies to owner's policy commitments disclosing that a mineral estate has been severed from the surface estate, in Schedule B-2.

- (A) That there is recorded evidence that a mineral estate has been severed, leased, or otherwise conveyed from the surface estate and that there is substantial likelihood that a third party holds some or all interest in oil, gas, other minerals, or geothermal energy in the property; and
- (B) That such mineral estate may include the right to enter and use the property without the surface owner's permission.

Note: Pursuant to CRS 10-1-128(6)(a), It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance, and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.

Note: Pursuant to Colorado Division of Insurance Regulations 8-1-3, notice is hereby given of the availability of a closing protection letter for the lender, purchaser, lessee or seller in connection with this transaction.

Note: Pursuant to CRS 10-1-11(4)(a)(1), Colorado notaries may remotely notarize real estate deeds and other documents using real-time audio-video communication technology. You may choose not to use remote notarization for any document.



JOINT NOTICE OF PRIVACY POLICY OF LAND TITLE GUARANTEE COMPANY, LAND TITLE GUARANTEE COMPANY OF SUMMIT COUNTY LAND TITLE INSURANCE CORPORATION AND OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

This Statement is provided to you as a customer of Land Title Guarantee Company as agent for Land Title Insurance Corporation and Old Republic National Title Insurance Company.

We want you to know that we recognize and respect your privacy expectations and the requirements of federal and state privacy laws. Information security is one of our highest priorities. We recognize that maintaining your trust and confidence is the bedrock of our business. We maintain and regularly review internal and external safeguards against unauthorized access to your non-public personal information ("Personal Information").

In the course of our business, we may collect Personal Information about you from:

- applications or other forms we receive from you, including communications sent through TMX, our web-based transaction management system;
- your transactions with, or from the services being performed by us, our affiliates, or others;
- a consumer reporting agency, if such information is provided to us in connection with your transaction;

and

• The public records maintained by governmental entities that we obtain either directly from those entities, or from our affiliates and non-affiliates.

Our policies regarding the protection of the confidentiality and security of your Personal Information are as follows:

- We restrict access to all Personal Information about you to those employees who need to know that information in order to provide products and services to you.
- We may share your Personal Information with affiliated contractors or service providers who provide services in the course of our business, but only to the extent necessary for these providers to perform their services and to provide these services to you as may be required by your transaction.
- We maintain physical, electronic and procedural safeguards that comply with federal standards to protect your Personal Information from unauthorized access or intrusion.
- Employees who violate our strict policies and procedures regarding privacy are subject to disciplinary action.
- We regularly assess security standards and procedures to protect against unauthorized access to Personal Information.

WE DO NOT DISCLOSE ANY PERSONAL INFORMATION ABOUT YOU WITH ANYONE FOR ANY PURPOSE THAT IS NOT STATED ABOVE OR PERMITTED BY LAW.

Consistent with applicable privacy laws, there are some situations in which Personal Information may be disclosed. We may disclose your Personal Information when you direct or give us permission; when we are required by law to do so, for example, if we are served a subpoena; or when we suspect fraudulent or criminal activities. We also may disclose your Personal Information when otherwise permitted by applicable privacy laws such as, for example, when disclosure is needed to enforce our rights arising out of any agreement, transaction or relationship with you.

Our policy regarding dispute resolution is as follows: Any controversy or claim arising out of or relating to our privacy policy, or the breach thereof, shall be settled by arbitration in accordance with the rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.



Commitment For Title Insurance Issued by Old Republic National Title Insurance Company

NOTICE

IMPORTANT—READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, Old Republic National Title Insurance Company, a Minnesota corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured. If all of the Schedule B, Part I—Requirements have not been met within 6 months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

COMMITMENT CONDITIONS

1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b)"Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g)"Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in Schedule A.
- 2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, Commitment terminates and the Company's liability and obligation end.
- 3. The Company's liability and obligation is limited by and this Commitment is not valid without:
 - (a)the Notice;
 - (b) the Commitment to Issue Policy;
 - (c) the Commitment Conditions;
 - (d)Schedule A;
 - (e)Schedule B, Part I—Requirements; and
 - (f) Schedule B, Part II—Exceptions; and
 - (g)a counter-signature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

5. LIMITATIONS OF LIABILITY

- (a)The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - i. comply with the Schedule B, Part I—Requirements;
 - ii. eliminate, with the Company's written consent, any Schedule B, Part II-Exceptions; or
 - iii. acquire the Title or create the Mortgage covered by this Commitment.
- (b)The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- (d)The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.

- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
- (g)In any event, the Company's liability is limited by the terms and provisions of the Policy.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

- (a)Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d)The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

9. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at http://www.alta.org/arbitration.

IN WITNESS WHEREOF, Land Title Insurance Corporation has caused its corporate name and seal to be affixed by its duly authorized officers on the date shown in Schedule A to be valid when countersigned by a validating officer or other authorized signatory.

Issued by: Land Title Guarantee Company 3033 East First Avenue Suite 600 Denver, Colorado 80206 303-321-1880

18 Rants

Craig B. Rants, Senior Vice President

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

A Stock Company
400 Second Avenue South, Minneapolis, Minnesota 55401

400 Second Avenue South, Minneapolis, Minnesota 5540 (612) 371-1111

Attest Married Wold

Secretary

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Old Republic National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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STATEMENT OF AUTHORITY

(Section 38-30-172, C.R.S.)

Pursuant to C.R.S. 38-30-172, the undersigned hereby executes this Statement of Authority on behalf of VANDEMOER FAMILY, INC., a Colorado corportaion, an entity other than an individual, capable of holding title to real property (the "Entity"), and states as follows:

- 1. This Statement of Authority relates to an entity named Vandemoer Family, Inc.
- 2. The type of entity is a Colorado corporation.
- 3. The entity is formed under the laws of Colorado.
- 4. The mailing address for the entity is P.O. Box 668, Sterling, CO 80751.
- The name of each person authorized to execute instruments conveying, encumbering, or 5. otherwise affecting title to real property on behalf of the entity is Chris Vandemoer.
- 6. The authority of the foregoing person(s) to bind the entity is not limited.
- 7. Other matters concerning the manner in which the entity deals with interests in real property: None
- This Statement of Authority is executed on behalf of the entity pursuant to the provisions of 8. Section 38-30-172, C.R.S.
- 9. This Statement of Authority amends and supersedes in all respects any prior Statement of

Authority executed on behalf of the entity.	
Executed this / 57 day of June, 2021.	
Chris Vandemoer	
STATE OF COLORADO)	
) ss.	
COUNTY OF LOGAN)	15+
The foregoing instrument was acknowledged before me t	this day of June, 2021, by
Chris Vandemoer	
WITNESS MY HAND AND OFFICIAL SEAL.	COLEEN ANN LEISERT
My commission expires: August 27, 2023	
Hollan Am Late	
lucion im dechet	MY. COMMISSION EXTINES 6527-2023
Notary Public	

VANDEMOER FAMILY, INC.

P.O. BOX 668 STERLING, CO 80751

February 9, 2022

City of Aspen Community Development Department 427 Rio Grande Place, Main Floor Aspen, Colorado 81611

Re: 949 WEST SMUGGLER STREET ASPENMODERN 90-DAY NEGOTIATION (Lot 2, Vandemoer Hill Lot Split; Parcel ID No. 2735-122-12-003)

To whom it may concern:

On behalf of Vandemoer Family, Inc., a Colorado corporation, which is the owner of the above Property, I hereby submit this letter pursuant to Section 26.415.025(c)(1) of the Aspen Land Use Code. I am willfully entering into a 90-Day AspenModern Negotiation period, which period may be extended an additional thirty (30) days upon a resolution adopted by the Aspen City Council, or longer if mutually acceptable to both the City Council and I, as the property owner. It us further understood that nothing herein shall prevent the City from reviewing any land use application or building permit affecting the subject property during the 90-day negotiating period.

Within the 90-day negotiation period, the following shall occur:

- a. The Community Development Director shall offer to meet with the property owner to discuss the City's Historic Preservation Program and benefits that the property may be eligible to receive upon designation as a Historic Landmark.
- b. The Community Development Director shall confer with the Historic Preservation Commission, at a public meeting, regarding the proposed land use application or building permit and the nature of the property. The property owner shall be provided notice of this meeting.
 - The Historic Preservation Commission, using context papers and integrity scoring sheets for the property under consideration, shall provide Council with an assessment of the property's conformance with the designation criteria of Section 26.415.030(c)(1). When any benefits that are not included in Section 26.415.110 are requested by the property owner, HPC shall also evaluate how the designation, and any development that is concurrently proposed, meets the policy objectives for the historic preservation program, as stated at Section 26.415.010, Purpose and Intent. As an additional measure of the appropriateness of designation and benefits, HPC shall determine whether the subject property is a "good, better, or best" example of Aspen's 20th century historic resources, referencing the scoring sheets and matrix adopted by City Council.
- c. The Community Development Director shall confer with the City Council regarding the proposed land use application or building permit, the nature of the property, and the staff and Historic Preservation Commission's assessment of its historic significance and the effects of the application or building permit. The property owner shall be provided notice of this meeting.
- d. The City Council may negotiate directly with the property owner or may choose to direct the Community Development Director, or other City staff as necessary, to negotiate with the property owner to reach a mutually acceptable agreement for the designation of the property.

VANDEMOER FAMILY, INC.

P.O. BOX 668 STERLING, CO 80751

The City Council may choose to provide this direction in Executive Session, pursuant to State Statute. As part of the mutually acceptable agreement, the City Council may, at its sole discretion, approve any land use entitlement or fee waiver permitted by the Municipal Code and may award any approval that is assigned to another Board or Commission, including variations. Council shall consider the appropriateness of benefits in light of whether the property is identified as a "good, better, or best" example of Aspen's 20th century history and shall also seek to be equitable in the benefits awarded through the negotiation process. The monetary value of benefits being requested shall be defined, to the extent possible. Council shall seek compatibility with the neighborhood surrounding the subject property.

When benefits are awarded as part of the negotiation, Council shall require that the property be designated as a Historic Landmark, pursuant to the standards and limitations of Section 26.415.030, Designation of Historic Properties. As part of the mutually acceptable agreement, the City Council may choose to require the land use application or building permit that initiated the negotiation to be withdrawn by the property owner if said application or permit would have negatively affected the historic significance of the property.

Once a property identified on the AspenModern Map is designated to the Aspen Inventory of Historic Landmark Sites and Structures, additional negotiation under this Section is not allowed.

e. If, upon the passage of ninety (90) days or any extension thereof, the City and the property owner have failed to reach a mutually acceptable agreement, affected land use applications shall be issued a Development Order upon compliance with all applicable provisions of the City of Aspen Land Use Code. The City Council, or the property owner, may choose to terminate negotiations at any time.

Please contact the undersigned with any questions.

VANDEMOER FAMILY, INC., a Colorado corporation By: Chris Vandemoer



VANDEMOER FAMILY, INC.

P.O. BOX 668 STERLING, CO 80751

June 9, 2021

City of Aspen Community Development Department 427 Rio Grande Place, Main Floor Aspen, Colorado 81611

Re: 949 WEST SMUGGLER STREET ASPENMODERN (Lot 2, Vandemoer Hill Lot Split; Parcel ID No. 2735-122-12-003)

To whom it may concern:

I am writing on behalf of Vandemoer Family, Inc., a Colorado corporation, which is the owner of the above Property.

In its capacity as owner of the Property, Vandemoer Family, Inc. desires to apply for, pursue and obtain at its own expense the City of Aspen's approval of certain proposed modifications to the Property.

This letter shall confirm that Vandemoer Family, Inc. authorizes Mitch Haas of Haas Land Planning, LLC, and Derek Skalko of 1 Friday Design Collaborative to apply for, pursue and obtain the City of Aspen's approval of modifications to the Property, which approvals may include but not be limited to AspenModern Negotiation and Designation, Major Subdivision, HPC Major Development, including relocation, demolition and benefits, Residential Design Review, GMQS approvals, Historic Preservation Commission approval, City Council approval, and any other approvals and land use approvals, which may be incidental and associated with the foregoing and required by the City of Aspen.

Please contact the undersigned with any questions.

VANDEMOER FAMILY, INC., a Colorado corporation

By: Chris Vandemoer

Pitkin County Mailing List of 300 Feet Radius From Parcel: 273512212003 on 02/07/2022





Instructions:

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http://www.pitkinmapsandmore.com

WERNER DANA HERSCHMANN REV TRUST LOT 1 VANDEMOER HILL LOT SPLIT LLC FRANCIS STREET TOWNHOMES CONDO ASS 3065 S JONES BLVD PO BOX 1470 **COMMON AREA** 901 W FRANCIS ST LAS VEGAS, NV 89146 ASPEN, CO 81612 ASPEN, CO 81611 **GOLDRICH MELINDA REV TRUST CURTON CONDO ASSOC CURLEE CYNTHIA A FAM TRUST** 825 W NORTH ST COMMON AREA PO BOX 692 939 W FRANCIS ST ASPEN. CO 81611 ASPEN. CO 81612 ASPEN, CO 81611 817 WEST NORTH STREET LLC COLOSAL CORP MASS ANN M 715 W MAIN ST #201 518 PEOPLES ST 225 N MILL ST #116 ASPEN. CO 81611 CORPUS CHRISTI, TX 78401 **ASPEN, CO 81611** NALADHU LLC WALDECK TOM & VIVIAN G CAROLYN PARRY CONDO ASSOC 901 W FRANCIS ST 915 W NORTH ST 505 S SNEAKY LN **ASPEN, CO 81611 ASPEN, CO 81611 ASPEN, CO 81611 AEB REALTY NEWMAN JOEL** CITY OF ASPEN 239 GREENWICH AVE 355 OCEAN BLVD 130 S GALENA ST GREENWICH, CT 06830 GOLDEN BEACH, FL 33160 **ASPEN, CO 81611** SHARP DESIGNS INC SCHUHMACHER JOHN W TRUST RATNER DENNIS F TRUST 936 W FRANCIS 505 N 8TH ST 1577 SPRING HILL RD # 500 ASPEN. CO 81611 ASPEN. CO 81611 VIENNA. VA 22182 FRANCIS STREET LLC HARRIS JOAN W REV TRUST POWELL WILLIAM E TRUST PO BOX 1365 209 E LAKE SHORE DR 11 LYNN BATTS LN #100 **ASPEN, CO 81612** CHICAGO, IL 60611 SAN ANTONIO, TX 78218 **BRIEN ALICE** STARODOJ BETSY H & THOMAS S II DRAMATIC VIEW HOLDINGS LLC PO BOX 10521 PO BOX 2298 PO BOX 3053 **ASPEN, CO 81612** ASPEN, CO 81612 DENVER, CO 80201 JAMIE ALEXANDER LLC ASPEN FOREST 8TH STREET LLC BAIRD STEPHEN W & SUSAN MERRITT 720 PARK AVE #4A 113999 SUMMIT CLUB DR 120 S LASALLE ST # 2000 NEW YORK, NY 10021 LAS VEGAS, NV 89135 CHICAGO, IL 60603 CAMP ROBERT C REV TRUST WERNER MICHAEL B REV TRUST 810 WEST SMUGGLER STREET LLC PO BOX 692 3065 S JONES BLVD 101 S MILL ST #200

LAS VEGAS, NV 89146

ASPEN, CO 81612

ASPEN, CO 81611

SAXON FAMILY DELTA TRUST 6677 S EVANSTON CIR

TULSA, OK 74136

SAXON BRUCE CHARLES 6677 S EVANSTON CIR

TULSA, OK 74136

FOREST LOOKOUT II LLC

605 W MAIN ST #2

ASPEN, CO 81611

SCHWAB LOUISE H NON-EXEMPT MARITAL .

10940 WILSHIRE BLVD #2250

LOS ANGELES, CA 90024

NEWMAN JOEL

355 OCEAN BLVD

GOLDEN BEACH, FL 33160

TREEHOUSE CONDO ASSOC

COMMON AREA

822 W SMUGGLER ST ASEPN, CO 81611

BEN-HAMOO PATRICE CONYERS

PO BOX 2902

ASPEN, CO 81612

KEILIN KIM MILLER TRUST

PO BOX 10064

ASPEN, CO 81612

SCHWAB ROBERT H SURVIVORS TRUST

10940 WILSHIRE BLVD #2250

LOS ANGELES, CA 90024

NEWMAN FAMILY TRUST

355 OCEAN BLVD

GOLDEN BEACH, FL 33160

POWELL WILLIAM E TRUST 11 LYNN BATTS LN #100

SAN ANTONIO, TX 78218

FOREST SERVICE ASPEN HEADQUARTERS

806 HALLAM ST

ASPEN, CO 81611

RUBEY ROBERT 3465 BELCARO DR

DENVER, CO 80209

TALENFELD ELIZABETH G

915 W FRANCIS ST ASPEN, CO 81611 HARRIS JOAN W REMAINDER TRUST

209 E LAKE SHORE DR

CHICAGO, IL 60611

5 STRING LLC PO BOX 1709

GATLINBURG, TN 37738

SCHUHMACHER MARIANNE H TRUST

505 N 8TH ST

ASPEN, CO 81611

SOPRIS INVESTMENT HOLDINGS CORP

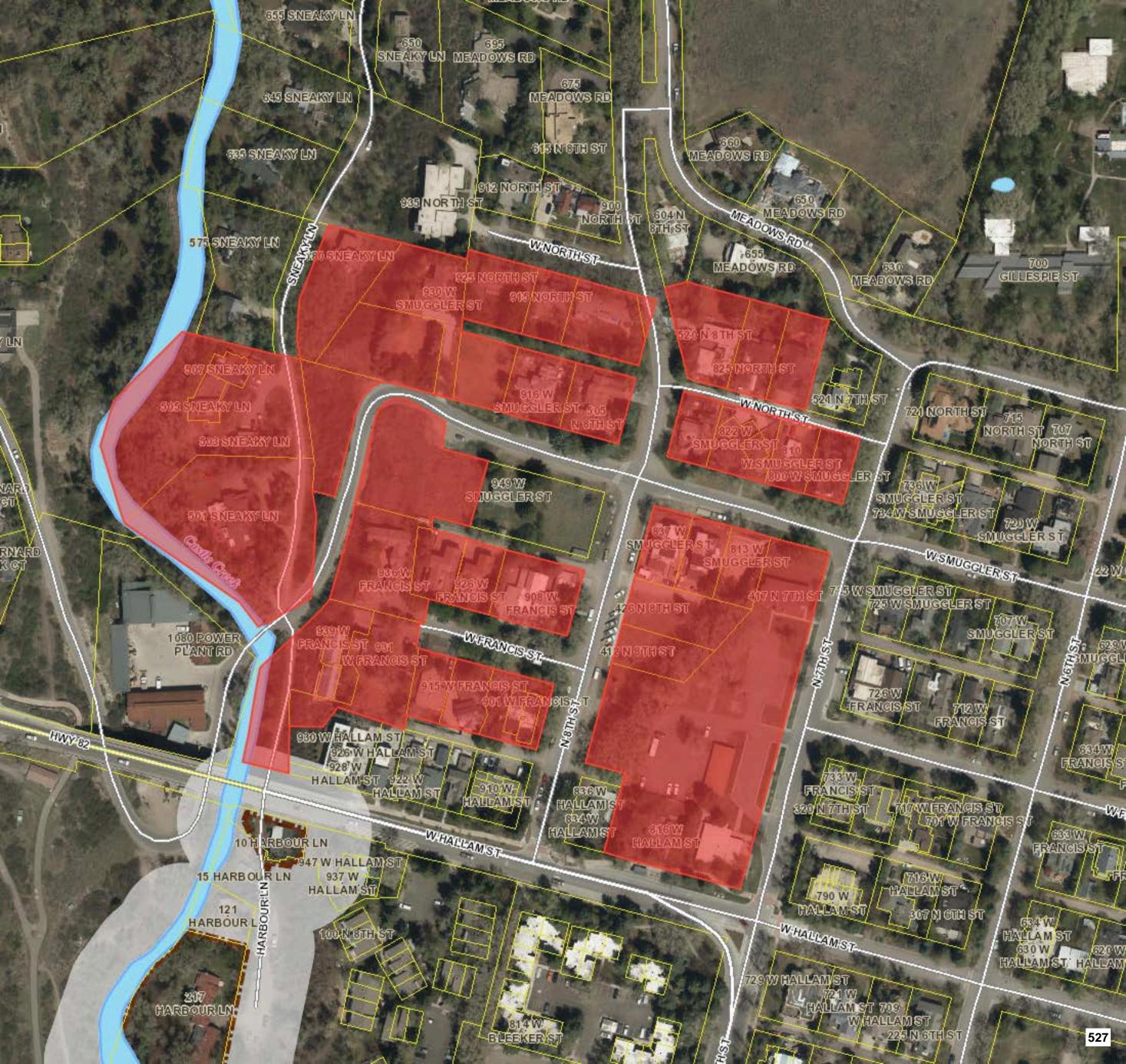
715 W MAIN ST #201

ASPEN, CO 81611

MCTAMANEY ROBERT A III TRUST

908 W FRANCIS ST

ASPEN, CO 816113104





TO: Aspen Historic Preservation Commission

FROM: Amy Simon, Planning Director

MEETING DATE: May 11, 2022

RE: 949 W. Smuggler— AspenModern Historic Designation and Benefits,

Conceptual and Final Major Development, Relocation, Demolition, TDR, Subdivision, Growth Management- PUBLIC HEARING CONTINUED FROM

APRIL 27TH SITE VISIT

APPLICANT /OWNER:

Vandemoer Family, Inc., Chris Vandemoer

REPRESENTATIVE:

Haas Land Planning 1 Friday Design

LOCATION:

Street Address:

949 W. Smuggler Street

Legal Description:

Lot 2, Vandemoer Hill Lot Split, City and Townsite of Aspen, Colorado

Parcel Identification Number:

PID# 2735-122-12-003

CURRENT ZONING & USE:

Single-family home, R-6: Medium Density Residential

R-6: Medium Density

PROPOSED ZONING & LAND USE:

Subdivision; Parcel A Two detached homes, Parcel B Single-family home

Residential

SUMMARY:

The applicant has offered voluntary AspenModern historic designation of a 1946 Chalet style home, and requests Major Development, Relocation, Demolition, Variations, TDR, Subdivision, Growth Management and other preservation benefits be approved for a project which involves preserving the resource in place and the development of two new adjacent homes in the future.

STAFF RECOMMENDATION:

Staff recommends HPC grant Major Development, Relocation, Demolition and Variations as requested and recommends Council uphold Notice of Call Up required by those processes, and grant approval of Designation and benefits, Transferable Development Rights, Subdivision, and Growth Management.



Site Locator Map - 949 W. Smuggler

Page **1** of **4**



BACKGROUND:

949 W. Smuggler is an 18,000 square foot lot located in the R-6 zone district. The site contains a 1946 Chalet home, which is essentially unaltered, and two related outbuildings, built by the family who has owned the property for 75 years. The site has no landmark protection in place and has long been identified as a priority for preservation through AspenModern.

This application was permitted to be submitted during the current residential development moratorium because the Council ordinance specifically exempted voluntary AspenModern designations from being held up. The Historic Preservation Commission (HPC) is providing decisions on the review processes which are fully assigned to the board, and making a recommendation to Council on those processes which must be approved by Ordinance. This application has been designed to request HPC Conceptual and Final review at one stage. Following HPC, the review will proceed to Council with no further HPC discussion other than project monitoring.

Submittal of an AspenModern application triggers a 90 day negotiation period, during which the applicant and City attempt to find agreement and passage of a designation ordinance within three months. The negotiation may be extended, but expedited review is intended. For HPC's information, the final reading of the Council ordinance has been delayed to July 11th due to full Council agendas. The applicant has agreed to that timeframe.

STAFF COMMENTS:

Following is a summary of staff findings. Please see Exhibits A through J for more detail.

Staff supports the voluntary designation of this property as one of the best and most intact examples of a Chalet in Aspen. This is likely among the first buildings constructed here after World War II and is therefore particularly illustrative of the early spirit of the ski resort. Staff finds the benefits requested for designation to be reasonable in consideration of the community gain from preservation of this important piece of Aspen history.

Staff finds the project approach to model the ideal preservation outcome. The Chalet is preserved with no addition, and new construction is detached and located at the rear and side of it. Staff has no concerns with the alley house design. In order to ensure that the future development of the corner lot supports preservation and public visibility of the Chalet, a site visit was held on April 27th and the primary focus of this meeting should be setting parameters for a successful outcome on that lot.

Staff's recommended conditions of approval are below and provided in the attached draft resolution.

REFERRAL COMMENTS:

The application was referred out to other City departments to preliminarily identify requirements that may affect permit review. Comments from Engineering and Zoning are attached. Parks has supported the proposal as defined so far. Housing is supportive of a request for deferral of

Page **2** of **4**



affordable housing mitigation if a specific circumstance discussed in the Growth Management exhibit would occur. The applicant is working to follow-up on the comments and no significant impacts to the proposal are expected.

RECOMMENDATION:

Staff recommends the Historic Preservation Commission grant Major Development (Conceptual and Final), Relocation of the chicken coop, Demolition of the garage, and Variations as requested and that the board recommend Council uphold Notice of Call Up and grant approval of Designation and benefits, Transferable Development Rights, Subdivision, and Growth Management with the following conditions:

- 1. Designation will affect the entire property; Parcels A and B.
- A full waiver of compliance with the Residential Design Standards is recommended for the new home on the Chalet lot as a negotiated benefit. This house is not designed to relate to Smuggler Street and staff finds that it's character as an alley/back-drop structure is appropriate.
- 3. Staff recommends the applicant comply with slope reduction on the Chalet lot rather than asking for a preservation benefit on this topic.
- 4. HPC finds that the fence near the entry to the Chalet home is original and historically significant and should remain in place, and should be granted a permanent encroachment license to sit in the public right-of-way.
- 5. The applicant is asked to continue their excellent regular maintenance of the Chalet and to take note of the impacts of the adjacent tree roots and branches continually moving towards the historic structure.
- 6. For relocation of the chicken coop, a letter from an engineer or housemover demonstrating the structure is capable of withstanding the relocation, a plan for the safe relocation of the building, and a financial assurance in the amount of \$15,000 will be required prior to building permit submission.
- 7. Setback variations are approved on the Chalet lot for the "chicken-coop" and the proposed new home along the alley. The chicken-coop is permitted a 5 foot east setback where it should have 10 feet. The new house along the alley is permitted a 5 foot rear setback rather than the 10 feet required for proposed below grade space, a second floor deck, and a lightwell.
- 8. A combined sideyard of 15 feet is permitted on the corner lot where 25 feet is required. A 30' front yard setback is required, only above grade. These requirements may be adjusted by an affirmative vote of HPC at the time that redevelopment is proposed.
- 9. HPC recommends one TDR be approved for the corner lot and that the applicant thereafter forgo 30 square feet of otherwise allowable floor area and restrict the lot to the development of a single- family home of 3,240 square feet. A duplex or other residential structure is only permitted if this condition is amended by City Council.
- 10. Staff recommends the applicant drop the request for deferral of affordable housing mitigation as a preservation benefit.

Page 3 of 4



- 11. Staff recommends the negotiation of affordable housing mitigation requirements be left to Council to resolve in their negotiation with the applicant.
- 12. It is acknowledged that as part of the applicant's proposed negotiation with the City, they have offered the City an exclusive 30 day timeframe after adoption of the Council ordinance to attempt to secure a public purchase of the corner lot from the applicant.

ATTACHMENTS:

Resolution #___, Series of 2022

Exhibit A – Historic Designation and Benefits Criteria/Staff Findings

Exhibit B – Historic Preservation Design Guidelines Criteria /Staff Findings

Exhibit C – Relocation Criteria/Staff Findings

Exhibit D – Demolition Criteria/Staff Findings

Exhibit E – Setback Variation Criteria/Staff Findings

Exhibit F – Parking Variation Criteria/Staff Findings

Exhibit G -TDR Criteria/Staff Findings

Exhibit H – Subdivision Criteria/Staff Findings

Exhibit I - Growth Management Criteria/Staff Findings

Exhibit J - Referral Comments

Exhibit K – Application



Exhibit B Historic Preservation Design Guidelines Criteria Staff Findings

26.415.070.D Major Development. No building, structure or landscape shall be erected, constructed, enlarged, altered, repaired, relocated or improved involving a designated historic property or a property located within a Historic District until plans or sufficient information have been submitted to the Community Development Director and approved in accordance with the procedures established for their review. An application for a building permit cannot be submitted without a development order.

This applicant has requested that Conceptual and Final design review be combined. No alterations are planned for the Chalet and no significant landscape changes are envisioned at this time. The only new construction that has been prepared for review is the new home proposed to the south of the Chalet, along the alley.

Following are the relevant design guidelines.

1.1 All projects shall respect the historic development pattern or context of the block, neighborhood or district.

- Building footprint and location should reinforce the traditional patterns of the neighborhood.
- Allow for some porosity on a site. In a residential project, setback to setback development
 is typically uncharacteristic of the historic context. Do not design a project which leaves
 no useful open space visible from the street.

1.5 Maintain the historic hierarchy of spaces.

 Reflect the established progression of public to private spaces from the public sidewalk to a semi-public walkway, to a semi private entry feature, to private spaces.

1.6 Provide a simple walkway running perpendicular from the street to the front entry on residential projects.

- Meandering walkways are not allowed, except where it is needed to avoid a tree or is typical of the period of significance.
- Use paving materials that are similar to those used historically for the building style and
 install them in the manner that they would have been used historically. For example on
 an Aspen Victorian landmark set flagstone pavers in sand, rather than in concrete. Light
 grey concrete, brick or red sandstone are appropriate private walkway materials for most
 landmarks.
- The width of a new entry sidewalk should generally be three feet or less for residential properties. A wider sidewalk may be appropriate for an AspenModern property.

1.7 Provide positive open space within a project site.

- Ensure that open space on site is meaningful and consolidated into a few large spaces rather than many small unusable areas.
- Open space should be designed to support and complement the historic building.



1.8 Consider stormwater quality needs early in the design process.

- When included in the initial planning for a project, stormwater quality facilities can be better integrated into the proposal. All landscape plans presented for HPC review must include at least a preliminary representation of the stormwater design. A more detailed design must be reviewed and approved by Planning and Engineering prior to building permit submittal.
- Site designs and stormwater management should provide positive drainage away from the historic landmark, preserve the use of natural drainage and treatment systems of the site, reduce the generation of additional stormwater runoff, and increase infiltration into the ground. Stormwater facilities and conveyances located in front of a landmark should have minimal visual impact when viewed from the public right of way.
- Refer to City Engineering for additional guidance and requirements.

1.9 Landscape development on AspenModern landmarks shall be addressed on a case by case basis.

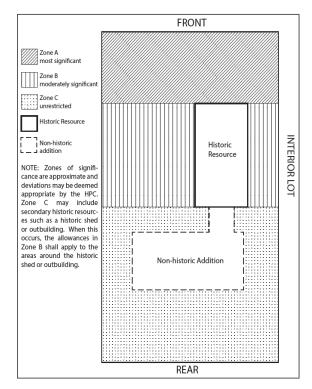
1.11 Preserve and maintain historically significant landscaping on site, particularly landmark trees and shrubs.

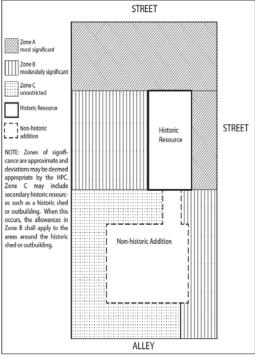
- Retaining historic planting beds and landscape features is encouraged.
- Protect historically significant vegetation during construction to avoid damage. Removal of damaged, aged, or diseased trees must be approved by the Parks Department.
- If a significant tree must be removed, replace it with the same or similar species in coordination with the Parks Department.
- The removal of non-historic planting schemes is encouraged.
- Consider restoring the original landscape if information is available, including original plant materials.

1.12 Provide an appropriate context for historic structures. See diagram.

- Simplicity and restraint are required. Do not overplant a site, or install a landscape which
 is overtextured or overly complex in relationship to the historic resource, particularly in
 Zone A. In Zone A, new planting shall be species that were used historically or species
 of similar attributes.
- In areas immediately adjacent to the landmark, Zone A and Zone B, plants up 42" in height, sod, and low shrubs are often appropriate.
- Contemporary planting, walls and other features are not appropriate in Zone A. A more contemporary landscape may surround new development or be located in the rear of the property, in Zone C.
- Do not cover areas which were historically unpaved with hard surfaces, except for a limited patio where appropriate.
- Where residential structures are being adapted to commercial use, proposals to alter the landscape will be considered on a case-by-case basis. The residential nature of the building must be honored.
- In the case of a historic landmark lot split, careful consideration should be given so as not to over plant either property, or remove all evidence of the landscape characteristics from before the property was divided.
- Contemporary landscapes that highlight an AspenModern architectural style are encouraged.







1.13 Additions of plant material to the landscape that could interfere with or block views of historic structures are inappropriate.

- Low plantings and ground covers are preferred.
- Do not place trees, shrubs, or hedgerows in locations that will obscure, damage, or block significant architectural features or views to the building. Hedgerows are not allowed as fences.
- Consider mature canopy size when planting new trees adjacent to historic resources.
 Planting trees too close to a landmark may result in building deteriorate or blocked views and is inappropriate.
- Climbing vines can damage historic structures and are not allowed.

1.14 Minimize the visual impacts of landscape lighting.

- Landscape and pathway lighting is not permitted in Zone A (refer to diagram) on Aspen Victorian properties unless an exception is approved by HPC based on safety considerations.
- Landscape, driveway, and pathway lighting on AspenModern properties is addressed on a case-by-case basis.
- Landscape light fixtures should be carefully selected so that they are compatible with the building, yet recognizable as a product of their own time.
- Driveway lighting is not permitted on Aspen Victorian properties.
- Landscape uplighting is not allowed.



1.15 Preserve original fences.

- Fences which are considered part of the historic significance of a site should not be moved, removed, or inappropriately altered.
- Replace only those portions of a historic fence that are deteriorated beyond repair.
- Replacement elements must match the existing.

1.24 Preserve historically significant landscapes with few or no alterations.

- An analysis of the historic landscape and an assessment of the current condition of the landscape should be done before the beginning of any project.
- The key features of the historic landscape and its overall design intent must be preserved.

1.25 New development on these sites should respect the historic design of the landscape and its built features.

- Do not add features that damage the integrity of the historic landscape.
- Maintain the existing pattern of setbacks and siting of structures.
- Maintain the historic relationship of the built landscape to natural features on the site.
- All additions to these landscapes must be clearly identifiable as recent work.
- New artwork must be subordinate to the designed landscape in terms of placement, height, material, and overall appearance. Place new art away from significant landscape features.
- Avoid installing utility trenches in cultural landscapes if possible.

1.27 Preserve and maintain significant landscaping on site.

- Protect established vegetation during any construction.
- If any tree or shrub needs to be removed, replace it with the same or similar species.
- New planting should be of a species used historically or a similar species.
- Maintain and preserve any gardens and/or ornamental planting on the site.
- Maintain and preserve any historic landscape elements.

8.1 If an existing secondary structure is historically significant, then it must be preserved.

- When treating a historic secondary building, respect its character-defining features. These include its materials, roof form, windows, doors, and architectural details.
- If a secondary structure is not historically significant, then its preservation is optional. The determination of significance is based on documentation of the construction date of the outbuilding and/or physical inspection. A secondary structure that is related to the period of significance of the primary structure will likely require preservation.

8.2 Preserve a historic secondary building as a detached structure.

- Any proposal to attach a secondary structure is reviewed on a case-by-case basis.
- The position and orientation of the structure
- should be maintained except when HPC finds that an alternative is the best preservation option.
- Some AspenModern properties incorporated garages and carports into the architecture. This pattern should be maintained.



9.2 Proposals to relocate a building will be considered on a case-by-case basis.

- In general, on-site relocation has less of an impact on individual landmark structures than those in a historic district.
- In a district, where numerous adjacent historic structures may exist, the way that buildings were placed on the site historically, and the open yards visible from the street are characteristics that should be respected in new development.
- Provide a figure ground study of the surrounding parcels to demonstrate the effects of a building relocation.
- In some cases, the historic significance of the structure, the context of the site, the construction technique, and the architectural style may make on-site relocation too impactful to be appropriate. It must be demonstrated that on-site relocation is the best preservation alternative in order for approval to be granted.
- If relocation would result in the need to reconstruct a substantial area of the original exterior surface of the building above grade, it is not an appropriate preservation option.

9.3 Site a relocated structure in a position similar to its historic orientation.

- It must face the same direction and have a relatively similar setback. In general, a forward movement, rather than a lateral movement is preferred. HPC will consider setback variations where appropriate.
- A primary structure may not be moved to the rear of the parcel to accommodate a new building in front of it.
- Be aware of potential restrictions against locating buildings too close to mature trees.
 Consult with the City Forester early in the design process. Do not relocate a building so that it becomes obscured by trees.

9.4 Position a relocated structure at its historic elevation above grade.

- Raising the finished floor of the building slightly above its original elevation is acceptable if needed to address drainage issues. A substantial change in position relative to grade is inappropriate.
- Avoid making design decisions that require code related alterations which could have been avoided. In particular, consider how the relationship to grade could result in non-historic guardrails, etc.

9.5 A new foundation shall appear similar in design and materials to the historic foundation.

- On modest structures, a simple foundation is appropriate. Constructing a stone foundation on a miner's cottage where there is no evidence that one existed historically is out of character and is not allowed.
- Exposed concrete or painted metal flashing are generally appropriate.
- Where a stone or brick foundation existed historically, it must be replicated, ideally using stone salvaged from the original foundation as a veneer. The replacement must be similar in the cut of the stone and design of the mortar joints.
- New AspenModern foundations shall be handled on a case by case basis to ensure preservation of the design intent.



9.7 All relocations of designated structures shall be performed by contractors who specialize in moving historic buildings, or can document adequate experience in successfully relocating such buildings.

- The specific methodology to be used in relocating the structure must be approved by the HPC.
- During the relocation process, panels must be mounted on the exterior of the building to
 protect existing openings and historic glass. Special care shall be taken to keep from
 damaging door and window frames and sashes in the process of covering the openings.
 Significant architectural details may need to be removed and securely stored until
 restoration.
- The structure is expected to be stored on its original site during the construction process. Proposals for temporary storage on a different parcel will be considered on a case by case basis and may require special conditions of approval.
- A historic resource may not be relocated outside of the City of Aspen.

11.1 Orient the new building to the street.

- Aspen Victorian buildings should be arranged parallel to the lot lines, maintaining the traditional grid pattern.
- AspenModern alignments shall be handled case-by-case.
- Generally, do not set the new structure forward of the historic resource. Alignment of their front setbacks is preferred. An exception may be made on a corner lot or where a recessed siting for the new structure is a better preservation outcome.

11.2 In a residential context, clearly define the primary entrance to a new building by using a front porch.

- The front porch shall be functional, and used as the means of access to the front door.
- A new porch must be similar in size and shape to those seen traditionally.

11.3 Construct a new building to appear similar in scale and proportion with the historic buildings on a parcel.

- Subdivide larger masses into smaller "modules" that are similar in size to the historic buildings on the original site.
- Reflect the heights and proportions that characterize the historic resource.

11.4 Design a front elevation to be similar in scale to the historic building.

• The primary plane of the front shall not appear taller than the historic structure.

11.6 Design a new structure to be recognized as a product of its time.

- Consider these three aspects of a new building; form, materials, and fenestration. A
 project must relate strongly to the historic resource in at least two of these elements.
 Departing from the historic resource in one of these categories allows for creativity and
 a contemporary design response.
- When choosing to relate to building form, use forms that are similar to the historic resource.
- When choosing to relate to materials, use materials that appear similar in scale and finish
 to those used historically on the site and use building materials that contribute to a
 traditional sense of human scale
- When choosing to relate to fenestration, use windows and doors that are similar in size and shape to those of the historic resource.



12.4 Minimize the visual impacts of utilitarian areas, such as mechanical equipment and trash storage.

- Place mechanical equipment on the ground where it can be screened.
- Mechanical equipment may only be mounted on a building on an alley façade.
- Rooftop mechanical equipment or vents must be grouped together to minimize their visual impact. Where rooftop units are visible, it may be appropriate to provide screening with materials that are compatible with those of the building itself. Use the smallest, low profile units available for the purpose.
- Window air conditioning units are not allowed.
- Minimize the visual impacts of utility connections and service boxes. Group them in a discrete location. Use pedestals when possible, rather than mounting on a historic building.
- Paint mechanical equipment in a neutral color to minimize their appearance by blending with their backgrounds
- In general, mechanical equipment should be vented through the roof, rather than a wall, in a manner that has the least visual impact possible.
- Avoid surface mounted conduit on historic structures.

Staff Finding: The basic concept of this project, preserving the Chalet with no addition or alterations, and placing all new construction in detached units is ideal in terms of the preservation guidelines.

Staff finds the new structure to be appropriate. The building area is limited in footprint and well distanced from the historic resource. The flat roof is sympathetic by keeping the height of the structure as low as possible. The materiality, fenestration and detailing of the new unit make gentle references to the Chalet, but are clearly distinct and provide a simple backdrop to that highly decorative home. Staff does not propose any areas for restudy.

At the previous meeting, staff expressed some concerns with the design of parking in the public right of way in the foreground of the Chalet, and the possibility of constructing a sidewalk in front of the historic house. The sidewalk is not required by Engineering after all. The board indicated that the parking area is not impactful enough to the historic resource to require their further input.

At that meeting the applicant expressed concerns about the applicability of floor area reductions for an embankment on the west side of the Chalet lot. Applying this standard deduction has a minimal (approximately 40 square foot) impact on the Chalet lot. Staff recommends the applicant comply rather than asking for a preservation benefit on this topic.

The new home is subject to compliance with the Residential Design Standards, but it does not comply in several ways. It is simply not designed to be a building strongly related to the street. It does not break down its massing in the ways the standards require because the project has already separated the allowed development into two halves, smaller than most structures in the



neighborhood. It is approached from the alley, to leave the setting of the Chalet intact. Below are some of the standards that are not met. Staff recommends a full waiver of RDS be accepted for the new unit as part of the AspenModern negotiation.

Articulation of Building Mass

Standard. A principal building shall articulate building mass to reduce bulk and mass and create building forms that are similar in scale to those seen in historic Aspen residential buildings.

Build to lines

Standard. At least sixty percent (60%) of the front façade of a principal building shall be within five (5) feet of the minimum front yard setback line. On a corner lot, this standard shall be met on at least one (1) of the two intersecting streets. A front porch may be used to meet this requirement. See Figure 9.

One story element

Standard. A principal building shall incorporate a one-story element on the front façade. Duplexes in a side-by-side configuration are required to have a one-story element per dwelling unit.

Entry connection

Standard. A building shall provide a visual and/or physical connection between a primary entry and the street. On a corner lot, an entry connection shall be provided to at least one (1) of the two intersecting streets. Duplexes in a side-by-side configuration shall have one (1) entry connection per dwelling unit.



Exhibit C Relocation Criteria Staff Findings

26.415.090.C. Standards for the relocation of designated properties.

Relocation for a building, structure or object will be approved if it is determined that it meets any one of the following standards:

- 1. It is considered a noncontributing element of a historic district and its relocation will not affect the character of the historic district; or
- It does not contribute to the overall character of the historic district or parcel on which it is located and its relocation will not have an adverse impact on the Historic District or property; or
- 3. The owner has obtained a certificate of economic hardship; or
- 4. The relocation activity is demonstrated to be an acceptable preservation method given the character and integrity of the building, structure or object and its move will not adversely affect the integrity of the Historic District in which it was originally located or diminish the historic, architectural or aesthetic relationships of adjacent designated properties; and

Additionally, for approval to relocate all of the following criteria must be met:

- 1. It has been determined that the building, structure or object is capable of withstanding the physical impacts of relocation;
- 2. An appropriate receiving site has been identified; and
- An acceptable plan has been submitted providing for the safe relocation, repair and preservation of the building, structure or object including the provision of the necessary financial security.



Review Criteria for 949 W. Smuggler Summary of Review Criteria for Relocation Request 26.415.090.C - Relocation for a building, structure or object will be approved if it is determined that DOES NOT MET NOT MET it meets any one of the following: APPLY 1.It is considered a noncontributing element of a historic district and its relocation will not affect N/A the character of the historic district; or 2. It does not contribute to the overall character of the historic district or parcel on which it is located N/A and its relocation will not have an adverse impact on the Historic District or property; or N/A 3. The owner has obtained a certificate of economic hardship; or 4. The relocation activity is demonstrated to be an acceptable preservation method given the character and integrity of the building, structure or object and its move will not adversely affect the MET integrity of the Historic District in which it was originally located or diminish the historic, architectural or aesthetic relationships of adjacent designated properties; and **DOES NOT** MET NOT MET Additionally, for approval to relocate all of the following criteria must be met: APPLY 1. It has been determined that the building, structure or object is capable of withstanding the CONDITION physical impacts of relocation; 2. An appropriate receiving site has been identified; and MET 3. An acceptable plan has been submitted providing for the safe relocation, repair and preservation of the building, structure or object including the provision of the necessary financial CONDITION

Staff Finding: There are two structures on this property that exemplify Chalet style architecture: the main house and an outbuilding identified as the "chicken coop." Currently located south of the main home, the applicant proposes to move the contributing outbuilding towards the northeast. No change in location is proposed for the main home. The proposed location for the outbuilding maintains the contextual relationship between the two structures while providing adequate room for the new home proposed along the alley.

Staff finds the proposed relocation does not diminish the historic integrity of the resource and supports the relocation of the outbuilding. A letter from an engineer or housemover demonstrating the structure is capable of withstanding the relocation, a plan for the safe relocation of the building, and a financial assurance in the amount of \$15,000 will be required prior to building permit submission.

Staff finds the relocation criteria are met.

security.



Exhibit D Demolition Criteria Staff Findings

Section 26.415.080 – Demolition of Designated Historic Properties:

It is the intent of this Chapter to preserve the historic and architectural resources that have demonstrated significance to the community. Consequently, no demolition of properties designated on the Aspen Inventory of Historic Landmark Site and Structures or properties within a Historic District will be allowed unless approved by the HPC in accordance with the standards set forth in this Section.

- 4) The HPC shall review the application, the staff report and hear evidence presented by the property owners, parties of interest and members of the general public to determine if the standards for demolition approval have been met. Demolition shall be approved if it is demonstrated that the application meets any one of the following criteria:
 - a) The property has been determined by the City to be an imminent hazard to public safety and the owner/applicant is unable to make the needed repairs in a timely manner:
 - b) The structure is not structurally sound despite evidence of the owner's efforts to properly maintain the structure;
 - c) The structure cannot practically be moved to another appropriate location in Aspen; or
 - d) No documentation exists to support or demonstrate that the property has historic, architectural, archaeological, engineering or cultural significance; and

Additionally, for approval to demolish, all of the following criteria must be met:

- a) The structure does not contribute to the significance of the parcel or Historic District in which it is located:
- b) The loss of the building, structure or object would not adversely affect the integrity of the Historic District or its historic, architectural or aesthetic relationship to adjacent designated properties; and
- c) Demolition of the structure will be inconsequential to the historic preservation needs of the area.



Review Criteria for 949 W. Smuggler

The applicant proposes to demolish a non-contributing detached shed structure.					
Summary of Review Criteria for Demolition Request					
26.415.080 - Demolition. It is the intent of this Chapter to preserve the historic and architectural resources that have demonstrated significance to the community. Consequently, no demolition of properties designated on the Aspen Inventory of Historic Landmark Site and Structures or properties within a Historic District will be allowed unless approved by the HPC in accordance with the standards set forth in this Section. Demolition shall be approved if it is demonstrated that the application meets any one of the following criteria:	MET	NOT MET	DOES NOT APPLY		
a. The property has been determined by the City to be an imminent hazard to public safety and the owner/applicant is unable to make the needed repairs in a timely manner;			N/A		
b. The structure is not structurally sound despite evidence of the owner's efforts to properly maintain the structure;			N/A		
c. The structure cannot practically be moved to another appropriate location in Aspen; or			N/A		
d. No documentation exists to support or demonstrate that the property has historic, architectural, archaeological, engineering or cultural significance; and	MET				
Additionally, for approval to demolish, all of the following criteria must be met:	MET	NOT MET	DOES NOT APPLY		
a. The structure does not contribute to the significance of the parcel or Historic District in which it is located:	MET				
b. The loss of the building, structure or object would not adversely affect the integrity of the Historic District or its historic, architectural or aesthetic relationship to adjacent designated properties; and	MET				
c. Demolition of the structure will be inconsequential to the historic preservation needs of the area.	MET				

Staff Findings: A total of three structures are located on this lot. The applicant proposes to preserve the main house and the small outbuilding, known as the chicken coop, but demolish the one-story shed structure on the southeast corner of the property. This one-story shed structure has a simple gable roof form with minimal architectural detailing.

Staff finds that the structure makes a limited contribution to the historic significance of the development on the site. The applicant does not offer its preservation, even in a different position on the site. The demolition of this structure is deemed inconsequential to the preservation needs of the area.

Staff finds the criteria are met to demolish the shed structure as proposed.



Exhibit E Setback Variations Criteria Staff Findings

26.415.110.C: Variations:

Dimensional variations are allowed for projects involving designated properties to create development that is more consistent with the character of the historic property or district than what would be required by the underlying zoning's dimensional standards.

- 1. The HPC may grant variances of the Land Use Code for designated properties to allow:
 - a) Development in the side, rear and front setbacks;
 - b) Development that does not meet the minimum distance requirements between buildings:
 - c) Up to five percent (5%) additional site coverage;
 - d) Less public amenity than required for the on-site relocation of commercial historic properties.
- 2. In granting a variance, the HPC must make a finding that such a variance:
 - a) Is similar to the pattern, features and character of the historic property or district; and/or
 - b) Enhances or mitigates an adverse impact to the historic significance or architectural character of the historic property, an adjoining designated historic property or historic district.

Review Criteria

As a historically designated property, HPC may grant dimensional variations of the Land Use Code to allow for development in the side, rear and front setbbacks. The applicant is requesting Setback Variations for the new house on the rear of the lot.

Summary of Review Criteria for Setback Variation Request

26.415.110.C - Variances. Dimensional variations are allowed for projects involving designated properties to create development that is more consistent with the character of the historic property or district than what would be requried by the underlying zoning's dimensional standards.

2. In granting a variance, the HPC must make a finding that such a variance:	MET	NOT MET	DOES NOT APPLY
a.) Is similar to the pattern, features and character of the historic property or district; and/or	MET		
b.) Enhances or mitigates an adverse impact to the historic significance or architectural character of the historic property, an adjoining designated historic property or historic district.	MET		

Staff Finding: The application accommodates the Chalet in its original location and protects the significant trees in front of it. No variations are needed to accomplish this, however it affects where other development can occur on the site, and influences the need for setback variations.

Setback variations are requested on the Chalet lot for the "chicken-coop" and the proposed new home along the alley. The chicken-coop has a 5 foot east setback where it should have 10. The



new house along the alley provides a 5 foot rear setback rather than the 10' required for some of the proposed below grade space, a second floor deck, and a lightwell. Staff supports this request.

On the corner lot, the applicant's proposal is for a reduction in the combined side yard setback and a larger than standard front yard setback to protect some of the view of the historic house from 8th Street. A combined sideyard of 15 feet is proposed where 25 feet is required.

Staff finds that in general, these setback reductions are in character with the neighborhood and are for the express purpose of distancing the new structures from the resource.

HPC conducted a site visit on April 27th to view the conditions. At the May 11th meeting, the board should discuss their observations as a group. The applicant has indicated a willingness to designate the corner lot historic and allow HPC design review. The board could rely on that process to properly place development on the corner lot, or could accept the applicant's setback proposals and allow these boundaries to be modified if appropriate during future review.

If a 30' front setback were provided at least above grade, based on the site visit the view of the Chalet directly from 8th street would be approximately as shown at right. Staff recommends HPC take action to ensure a significant amount of this view is protected.

As a further consideration, during Council discussion, the possibility of requesting the City be granted a "right of first refusal" to purchase the corner lot at market rate for affordable housing will be raised. HPC should indicate whether that idea affects setback considerations.



Staff recommends HPC discussion guide an appropriate finding on the criteria for setback variations on the corner lot.



Exhibit F Parking Variations Criteria Staff Findings

26.415.110. D. Parking. On-site parking reductions are permitted for designated historic properties unable to contain the number of parking spaces required by the underlying zoning due to the existence of a historic resource. In these circumstances, alternative mitigation in the form of cash-in-lieu, pursuant to Chapter 26.515, may be accepted by HPC for commercial development. HPC may waive cash-in-lieu for residential development.

In addition to the review criteria listed in Chapter 26.515, the parking reduction and waiver of payment-in-lieu fees may be approved upon a finding by the HPC that it will enhance or mitigate an adverse impact on the historic significance or architectural character of a designated historic property, an adjoining designated property or a historic district.

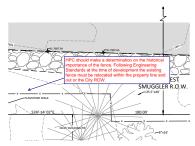
Staff finding: There is currently no on-site parking for this property. The owner has parked in the City right-of-way along Smuggler Street. As an AspenModern benefit, they would like to continue to utilize that area, although the Engineering Department has indicated that the parking configuration will have to be parallel rather than head-in for safety.

The Chalet does not require any parking to be provided. The new home along the alley requires two spaces. The applicant plans to create two garaged spots along the alley and assign one to each home. Because they are meeting the requirement for two spots on site, and the City does not monitor how the on-site parking spaces are used, their representation is noted, but a parking variation is not technically required.

Staff finds that no parking variation is needed.

Engineering1 - 949 W Smuggler - LPA-22-029

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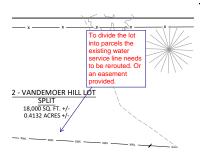


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Author: haileyg

HPC should make a determination on the historical importance of the fence. Following Engineering Standards at the time of development the existing fence must be relocated within the property line and out or the City ROW.

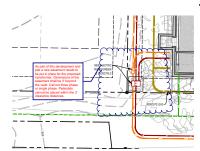


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File Name: APPLICATION PACKAGE (FINAL)-AspenModern949 W Smuggler.pdf

Author: haileyg

To divide the lot into parcels the existing water service line needs to be rerouted. Or an easement provided.

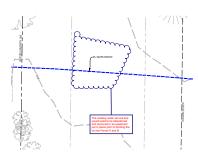


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File Name: APPLICATION PACKAGE (FINAL)-AspenModern949 W Smuggler.pdf

Author: haileyg

As part of this development and plat a new easement needs to be put in place for the proposed transformer. Dimensions of the easement shall be 3' beyond the vault. Call out three phase or single phase. Pedestals cannot be placed within the 3' clearance distances.

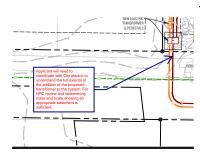


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Author: haileyg

The existing water service line would need to be abandoned and removed or an easement put in place prior to dividing the lot into Parcel A and B.

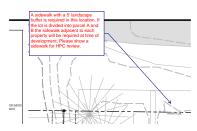


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Author: haileyg

Applicant will need to coordinate with City electric to understand the full extents of the addition of the proposed transformer to the system. For HPC review and determining mass and scale showing an appropriate easement is sufficient.



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Author: haileyg

A sidewalk with a 5' landscape buffer is required in this location. If the lot is divided into parcel A and B the sidewalk adjacent to each property will be required at time of development. Please show a sidewalk for HPC review.

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Author: haileyg

The parking/pull out area must meet COA Engineering standards for width. See street cross section in appendix C of the Design Standards. Head in parking is not permitted.

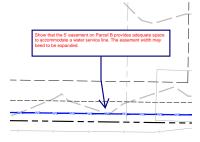


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Author: haileyg

Show that the 5' easement on Parcel B provides adequate space to accommodate a water service line. The easement width may beed to be expanded.

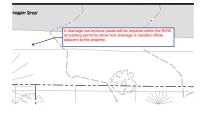


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File Name: APPLICATION PACKAGE (FINAL)-AspenModern949 W Smuggler.pdf

Author: haileyg

A drainage conveyance swale will be required within the ROW at building permit to show how drainage is handled offsite adjacent to the property.



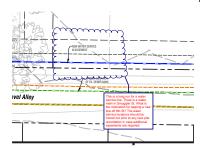
Page: 31

File Name: APPLICATION PACKAGE (FINAL)-AspenModern949 W Smuggler.pdf

Author: haileyg

Could the Chalet and Alley residence be subdivided in the future? If so each structure is required to have their own water service line. Show service lines and appropriate easements.





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File Name: APPLICATION PACKAGE (FINAL)-AspenModern949 W Smuggler.pdf

Author: haileyg

This is a long run for a water service line. There is a water main in Smuggler St. What is the motivation for tapping a new line off 8th St? The water service locations should be ironed out prior to any new plat recordation in case additional easements are required.

For Code Section 28.415.1II(d), on-ote parating reductions are permitted for designashistoric proporties unable to contain the number of parking spaces required by it underlying zoning due to the existence of a historic resource. When the parking wait will enhance or miligate an adverse impact on the historic significance or architectur character of the designated property, the HITC may also waive any otherwise require

Since the Chalet Let will contain two detached single-leadiny prosidences, the Code were require foor one-leg-leading spaces, or two per dendling. The Application is requesting packing valves of two spaces to allow uses occasing patient goats goe and there is a space of the application of the application of the application of the application of the three spaces is to be declarated to the dataset structure and the other is for the nerosidence. The two gazages are separated by an interior well and only one of the toresidence from the application of the application of the application of the application of the special to mission the estitute faces and parking paties are as within the W. Sanggler free right-of-way, as how have existed since the 1939. Selecting their contains the contraction of the application of the application of the contraction of the application of the a

Page: 61

File Name: APPLICATION PACKAGE (FINAL)-AspenModern949 W Smuggler.pdf

Author: haileyg

Page: 62

File Name: APPLICATION PACKAGE (FINAL)-AspenModern949 W Smuggler.pdf

Author: haileyg

within the West Smuggler Street right-of-way provides an additional 34 off-stree parking spaces.

Facing from additional parating spaces on-site would require the removal of additional requirement for two additional on-site places allows the two belonic assets to standalone, without additional on-site places allows the two belonic assets to standalone, without additional on-site places allows the two belonic assets to standaloded to the character of the property and an appropriate, amples amount of open significance or architectural character of the designated property; therefore, the fee intes whould be waited as well.

Section 26.415.110(k) provides that owners of properties listed on the Inventory ma sever and convey, as a separate development right, undeveloped floor area to be developed on a different property within the City. The proposed Vacant Lot, being 8,00 square feet in the R-6 zone district, would normally allow 3,520 square feet of Floor Are

> Parking spaces along Smuggler St will be signed residential 2 hour parking

f-way provides an additional 3-4 off-street

site would require the removal of additional of the historic resources. A waiver of the aces allows the two historic assets to stand-bunded by the massive trees that have always

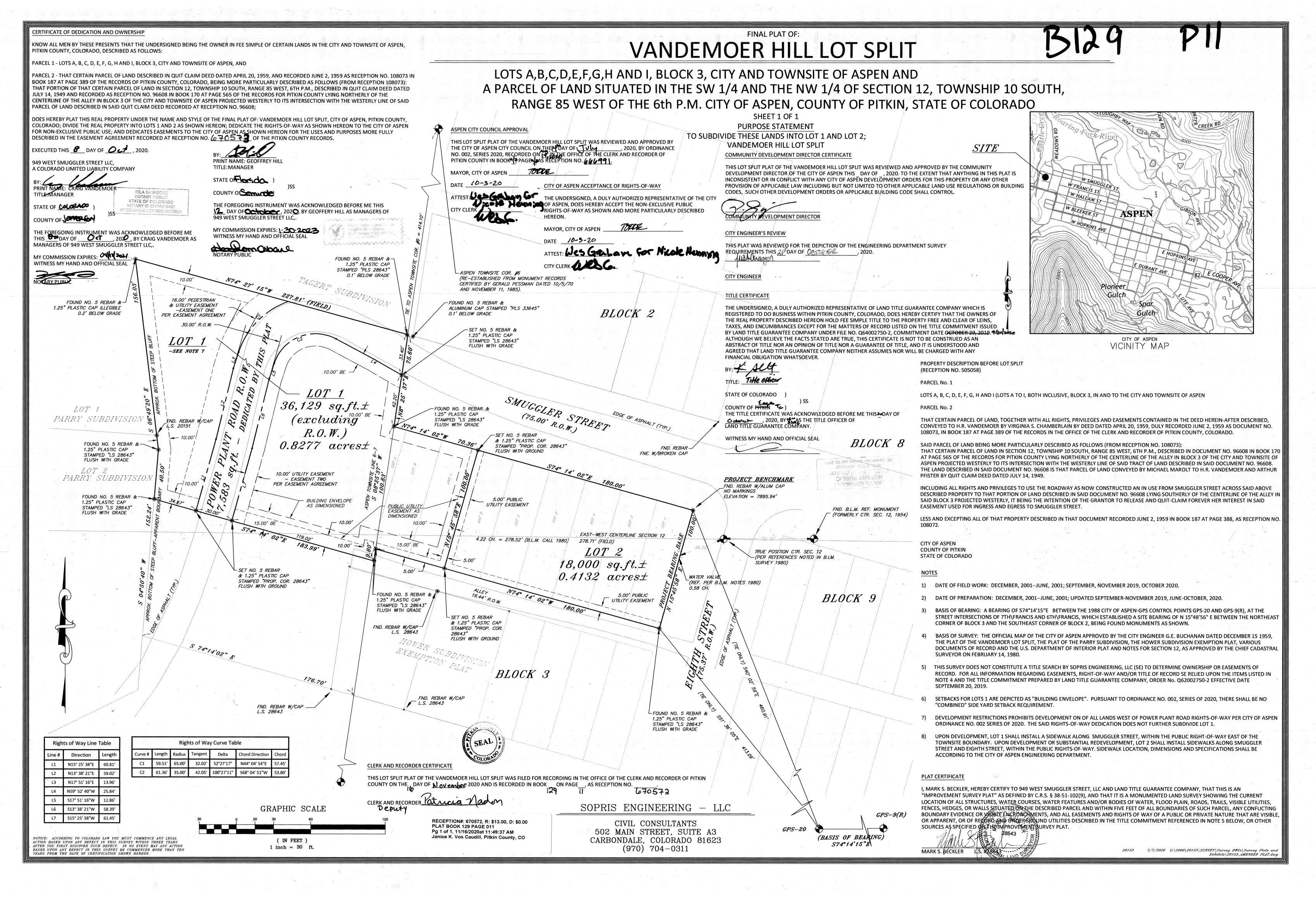
Page: 62

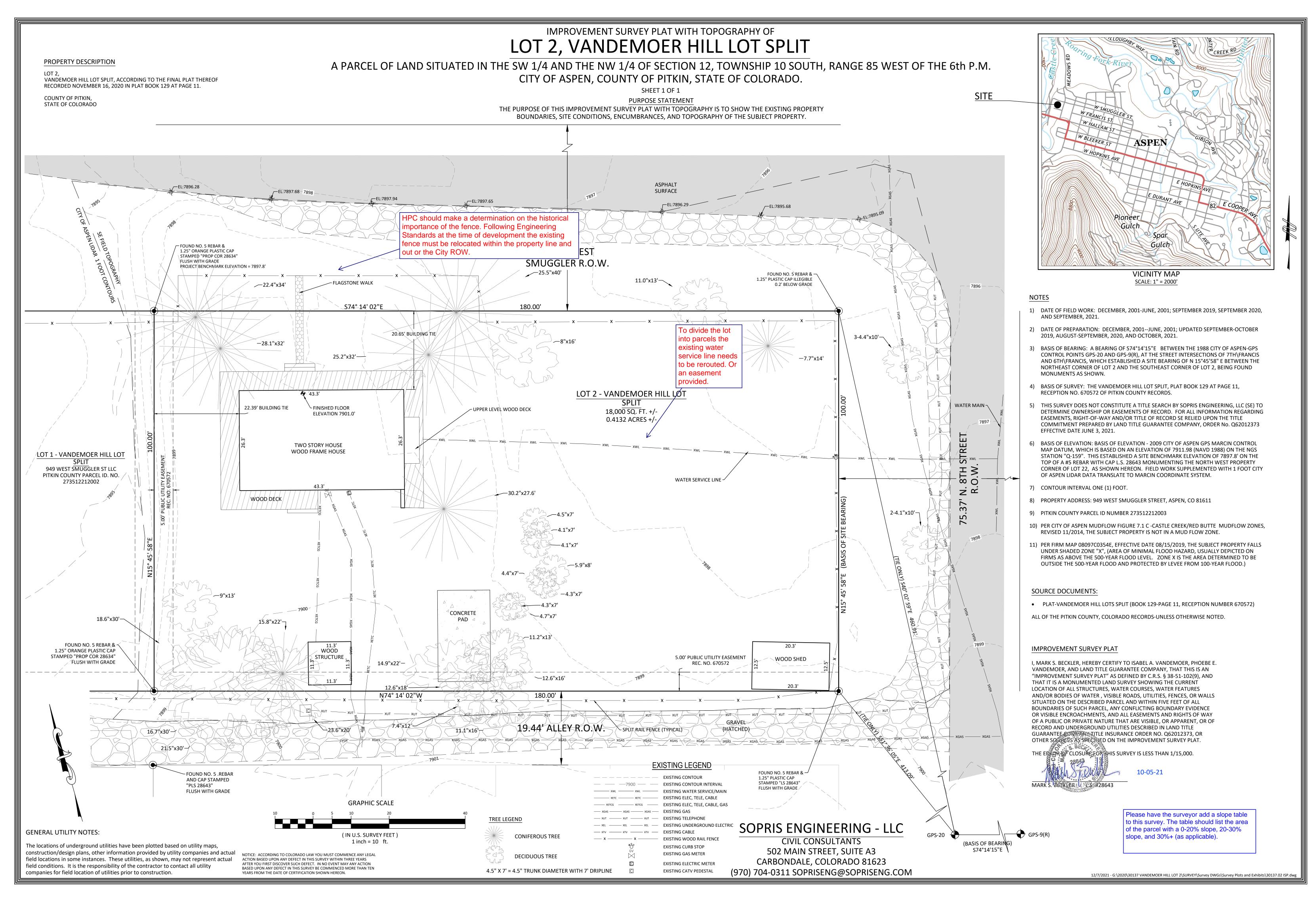
File Name: APPLICATION PACKAGE (FINAL)-AspenModern949 W Smuggler.pdf

Author: haileyg

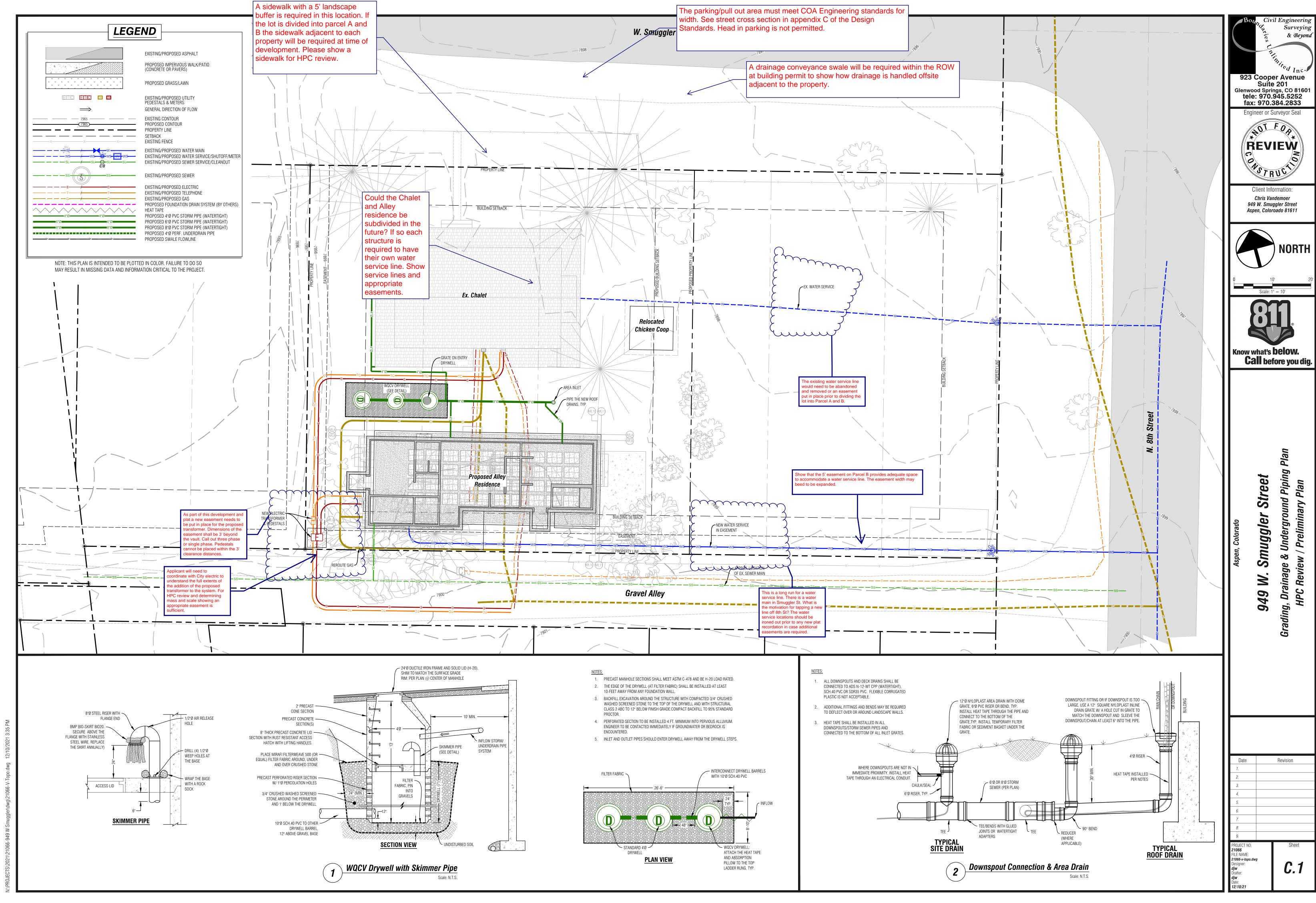
Parking spaces along Smuggler St will be signed residential 2

hour parking





FINAL SUBDIVISION PLAT OF THE VANDEMOER LOT 2 SUBDIVISION A PARCEL OF LAND SITUATED IN THE SW 1/4 AND THE NW 1/4 OF SECTION 12, TOWNSHIP 10 SOUTH, RANGE 85 WEST OF THE 6th P.M. CERTIFICATE OF DEDICATION AND OWNERSHIP CITY OF ASPEN, COUNTY OF PITKIN, STATE OF COLORADO. KNOW ALL MEN BY THESE PRESENTS THAT THE UNDERSIGNED BEING THE OWNER IN FEE SIMPLE OF CERTAIN LANDS IN THE CITY AND TOWNSITE OF ASPEN, PITKIN COUNTY, COLORADO, DESCRIBED AS FOLLOWS: SHEET 1 OF 1 LOT 2, VANDEMOER HILL LOT SPLIT, ACCORDING TO THE FINAL PLAT THEREOF RECORDED NOVEMBER 16, 2020 IN PLAT BOOK 129 AT PAGE 11. **PURPOSE STATEMENT** THE PURPOSE OF THIS PLAT IS THE SUBDIVISION OF LOT 2, VANDEMOER HILL LOT SPLIT (RECORDED IN BOOK 129 AT PAGE 11, AS RECEPTION NO. 670572), INTO W FRANCIS ST DOES HEREBY PLAT THIS REAL PROPERTY UNDER THE NAME AND STYLE OF THE FINAL PLAT OF: VANDEMOER HILL PARCELS A & B, CITY OF ASPEN, PITKIN TWO NEW PARCELS TO HEREAFTER BE KNOWN AS PARCELS A AND B OF THE VANDEMOER LOT 2 SUBDIVISION COUNTY, COLORADO; DIVIDE THE REAL PROPERTY INTO PARCELS A AND B AS SHOWN HEREON; AND DEDICATES EASEMENTS TO THE CITY OF ASPEN AS SHOWN WHALLAMST HEREON FOR THE USES AND PURPOSES MORE FULLY DESCRIBED IN THE EASEMENT AGREEMENT RECORDED AT RECEPTION NO. ______ OF THE PITKIN COUNTY RECORDS. **ASPEN** EXECUTED THIS _____ DAY OF ______, 2022. VANDEMOER FAMILY INC A COLORADO INCORPORATION BLOCK 2 - LOTS Q, R, & \$ PRINT NAME: CRAIG VANDEMOER LOT 2 - VANDEMOER LOT SPLIT SCHUHMACHER, JOHN W. TRUST TITLE: MANAGER RATNER, DENNIS F. TRUST PITKIN COUNTY PARCEL PITKIN COUNTY PARCEL ID. NO. 273512211002 ID. NO. 273512282004 COUNTY OF THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME _, 202__, BY CRAIG VANDEMOER AS MANAGERS OF VANDEMOER FAMILY INC. PROPERTY DESCRIPTION BEFORE LOT SPLIT MY COMMISSION EXPIRES: WITNESS MY HAND AND OFFICIAL SEAL VICINITY MAP VANDEMOER HILL LOT SPLIT, ACCORDING TO THE FINAL PLAT THEREOF SCALE: 1" = 2000' RECORDED NOVEMBER 16, 2020 IN PLAT BOOK 129 AT PAGE 11. **NOTARY PUBLIC** COUNTY OF PITKIN. STATE OF COLORADO 75.00' W. SMUGGLER STREET R.O.W ASPEN CITY COUNCIL APPROVAL THIS FINAL PLAT OF THE VANDEMOER HILL PARCELS A & B WAS REVIEWED AND APPROVED BY 1) DATE OF FIELD WORK: DECEMBER, 2001-JUNE, 2001; SEPTEMBER 2019, SEPTEMBER 2020, THE CITY OF ASPEN CITY COUNCIL ON THE DAY OF - POINT OF BEGINNING PARCEL A ORDINANCE NO. , SERIES 202 , RECORDED ON IN THE OFFICE OF THE CLERK AND FOUND NO. 5 REBAR & - POINT OF BEGINNING PARCEL B SET NO. 5 REBAR & RECORDER OF PITKIN COUNTY IN BOOK __, PAGE __ AS RECEPTION NO. _____. 1.25" ORANGE PLASTIC CAP 1.25" ORANGE PLASTIC CAP POINT OF COMMENCEMENT PARCEL A 2) DATE OF PREPARATION: DECEMBER, 2001--JUNE, 2001; UPDATED SEPTEMBER-OCTOBER STAMPED "PROP COR 28634" FOUND NO. 5 REBAR & STAMPED "PROP COR 28634" 2019, AUGUST-SEPTEMBER, 2020, AND OCTOBER AND DECEMBER, 2021 FLUSH WITH GRADE MAYOR, CITY OF ASPEN FLUSH WITH GRADE 1.25" PLASTIC CAP ILLEGIBLE 0.2' BELOW GRADE 3) BASIS OF BEARING: A BEARING OF S74°14'15"E BETWEEN THE 1988 CITY OF ASPEN-GPS 100.00' S74° 14' 02"E 80.00' S74° 14' 02"E CONTROL POINTS GPS-20 AND GPS-9(R), AT THE STREET INTERSECTIONS OF 7TH\FRANCIS AND 6TH\FRANCIS, WHICH ESTABLISHED A SITE BEARING OF N 15°45'58" E BETWEEN THE NORTHEAST CORNER OF LOT 2 AND THE SOUTHEAST CORNER OF LOT 2, BEING FOUND MONUMENTS AS SHOWN. CITY CLERK _ 4) BASIS OF SURVEY: THE VANDEMOER HILL LOT SPLIT, PLAT BOOK 129 AT PAGE 11, RECEPTION NO. 670572 OF PITKIN COUNTY RECORDS. 5) THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY SOPRIS ENGINEERING, LLC (SE) TO 75.37' N. 8TH STREET R.O.W. 5.00' PUBLIC UTILITY EASEMENT DETERMINE OWNERSHIP OR EASEMENTS OF RECORD. FOR ALL INFORMATION REGARDING COMMUNITY DEVELOPMENT DIRECTOR CERTIFICATE REC. NO. 670572 EASEMENTS, RIGHT-OF-WAY AND/OR TITLE OF RECORD SE RELIED UPON THE TITLE COMMITMENT PREPARED BY LAND TITLE GUARANTEE COMPANY, ORDER No. Q62012373 THIS LOT SPLIT PLAT OF THE VANDEMOER HILL PARCEL A & B WAS REVIEWED EFFECTIVE DATE JUNE 3, 2021. AND APPROVED BY THE COMMUNITY DEVELOPMENT DIRECTOR OF THE CITY OF LOT 1 - VANEMOER HILL LOT SPLIT ASPEN THIS DAY OF , 202___. TO THE EXTENT THAT 949 WEST SMUGGLER ST LLC PARCEL B ANYTHING IN THIS PLAT IS INCONSISTENT OR IN CONFLICT WITH ANY CITY OF PITKIN COUNTY PARCEL ID. NO. 273512212002 8000 SQ. FT. 6) PROPERTY ADDRESS: 949 WEST SMUGGLER STREET, ASPEN, CO 81611 ASPEN DEVELOPMENT ORDERS FOR THIS PROPERTY OR ANY OTHER PROVISION 0.1837 ACRES +/-OF APPLICABLE LAW INCLUDING BUT NOT LIMITED TO OTHER APPLICABLE LAND 7) PITKIN COUNTY PARCEL ID NUMBER 273512212003 USE REGULATIONS OR BUILDING CODES, SUCH OTHER DEVELOPMENT ORDERS PARCEL A OR APPLICABLE BUILDING CODE SHALL CONTROL. 10,000 SQ. FT. 0.2296 ACRES +/-COMMUNITY DEVELOPMENT DIRECTOR _____ ----**SOURCE DOCUMENTS:** N74° 14' 02"W N74° 14' 02"W 100.00' FOUND NO. 5 REBAR & SET NO. 5 REBAR & -FOUND NO. 5 REBAR & -• PLAT-VANDEMOER HILL LOTS SPLIT (BOOK 129-PAGE 11, RECEPTION NUMBER 670572) 1.25" ORANGE PLASTIC CAP 1.25" ORANGE PLASTIC CAP 19.44' ALLEY R.O.W. 1.25" PLASTIC CAP • THE OFFICIAL MAP OF THE CITY OF ASPEN APPROVED BY THE CITY ENGINEER G.E. STAMPED "PROP COR 28634" STAMPED "PROP COR 28634" STAMPED "LS 28643" FLUSH WITH GRADE BUCHANAN DATED DECEMBER 15 1959 FLUSH WITH GRADE FLUSH WITH GRADE CITY ENGINEER'S REVIEW ALL OF THE PITKIN COUNTY, COLORADO RECORDS-UNLESS OTHERWISE NOTED. THIS PLAT WAS REVIEWED FOR THE DEPICTION OF THE ENGINEERING LOT 1 - HOWER EXEMPTION LOT 2- HOWER EXEMPTION DEPARTMENT SURVEY REQUIREMENTS THIS DAY OF BLOCK 3 - LOTS P, Q, R, & S SAXON DELTA TRUST MCTAMANEY, ROBERT A III TRUST PITKIN COUNTY PARCEL ID. NO. 273512365001 PITKIN COUNTY PARCEL PITKIN COUNTY PARCEL ID. NO. 273512365002 ID. NO. 273512365001 CITY ENGINEER TITLE CERTIFICATE THE UNDERSIGNED, A DULY AUTHORIZED REPRESENTATIVE OF LAND TITLE GUARANTEE COMPANY WHICH IS REGISTERED TO DO BUSINESS WITHIN PITKIN COUNTY, COLORADO, DOES HEREBY CERTIFY THAT THE OWNERS OF (BASIS OF BEARING THE REAL PROPERTY DESCRIBED HEREON HOLD FEE SIMPLE TITLE TO THE PROPERTY FREE AND CLEAR OF LEINS, S74°14'15"E TAXES, AND ENCUMBRANCES EXCEPT FOR THE MATTERS OF RECORD LISTED ON THE TITLE COMMITMENT ISSUED BY LAND TITLE GUARANTEE COMPANY UNDER FILE NO. Q62012373 EFFECTIVE DATE JUNE 3, 2021. ALTHOUGH WE BELIEVE THE FACTS STATED ARE TRUE, THIS CERTIFICATE IS NOT TO BE CONSTRUED AS AN ABSTRACT OF TITLE NOR AN OPINION OF TITLE NOR A GUARANTEE OF TITLE, AND IT IS UNDERSTOOD AND AGREED THAT LAND TITLE GUARANTEE COMPANY NEITHER ASSUMES NOR WILL BE CHARGED WITH ANY FINANCIAL OBLIGATION SURVEYOR CERTIFICATE (IN U.S. SURVEY FEET) WHATSOEVER. 1 inch = 20 ft. I, MARK S. BECKLER, DO HEREBY STATE THAT I AM A REGISTERED LAND SURVEYOR LICENSED UNDER THE STATE OF COLORADO, THAT THIS PLAT IS A TRUE, CORRECT AND COMPLETE PLAT OF THE FINAL SUBDIVISION PLAT OF VANDEMOER LOT 2 SUBDIVISION AS LAID OUT, PLATTED, DEDICATED AND SHOWN HEREON, THAT SUCH PLAT MEETS THE REQUIREMENTS OF A LAND SURVEY PLAT AS SET FORTH IN C.R.S. SECTION 38-51-106, WAS MADE FROM AN ACCURATE SURVEY OF SAID PROPERTY BY ME AND UNDER MY STATE OF COLORADO SUPERVISION AND CORRECTLY SHOWS THE LOCATION AND DIMENSIONS OF THE LOTS, EASEMENTS AND STREETS OF SAID **GENERAL UTILITY NOTES:** SUBDIVISION AS THE SAME ARE STAKED UP THE GROUND IN COMPLIANCE WITH STATE REGULATIONS COVERING THE SUBDIVISION COUNTY OF PITKIN OF LAND. RECORDED EASEMENTS, RIGHTS-OF-WAY AND RESTRICTIONS ARE SHOWN HEREON AND ARE THE SAME AS THOSE SET The locations of underground utilities have been plotted based on utility maps, THE TITLE CERTIFICATE WAS ACKNOWLEDGED BEFORE ME THIS _ DAY OF FORTH IN THE TITLE COMMITMENT PREPARED TITLE COMPANY OF THE ROCKIES COMMITMENT NUMBER 0706274-C2, EFFECTIVE construction/design plans, other information provided by utility companies and actual . 202___, BY AS THE TITLE OFFICER OF DATE JUNE 5TH, 2020 AND COMMITMENT ORDER NUMBER. Q62012373 EFFECTIVE DATE JUNE 3, 2021. SOPRIS ENGINEERING - LLC field locations in some instances. These utilities, as shown, may not represent actual LAND TITLE GUARANTEE COMPANY. field conditions. It is the responsibility of the contractor to contact all utility CIVIL CONSULTANTS IN WITNESS WHEREOF I HAVE SET MY HAND AND SEAL THIS ____ DAY OF _____, 2021 companies for field location of utilities prior to construction. WITNESS MY HAND AND OFFICIAL SEAL 502 MAIN STREET, SUITE A3 IOTICE: ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL CARBONDALE, COLORADO 81623 ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS MARK S. BECKLER, L.S. #28643 BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN (970) 704-0311 SOPRISENG@SOPRISENG.COM 12/9/2021 - 31037.02 - G:\2020\30137 VANDEMOER HILL LOT 2\SURVEY\Survey DWGs\Survey Plots and Exhibits\30137.02 AMENDED PLAT_LOT 2 SPLIT.dwg EARS FROM THE DATE OF CERTIFICATION SHOWN HEREON.



with or in any way overwhelm the historic resources. It also ensures that the old and new will be clearly and easily differentiated such that nobody will confuse the two.

On the Vacant Lot, it is proposed that the standard 10-foot front setback be *increased* three-fold to 30-feet for above-grade improvements to assure maximum visibility of the historic structures from West Smuggler Street and its North 8th Street intersection (utilities and subgrade improvements would continue to be subject to the standard 10-foot front yard setback requirement). To accommodate this, it is also proposed that the east side yard setback for this 8,000 square foot lot be 5-feet, as required (adjacent to the nearly 30-feet of unoccupied right-of-way between the property line and the N. 8th Street roadway), and that the combined side yard setback requirement be waived or established at 15-feet (*a 10-foot variation* from the 25-foot requirement). The proposed side yard setbacks and the 5-foot/10-foot rear yard setback are consistent with the underlying R-6 zoning. If preferable to the City, the Applicant is amenable to establishing these setbacks as a formal "building envelope" to be delineated on the Final Subdivision Plat.

The proposal is wholly compatible with the surrounding neighborhood. In addition, the requested variations are fully appropriate and warranted in exchange for guaranteeing the perpetual preservation of a substantial community benefit and valuable community asset by landmark designating Aspen oldest remaining example of a chalet residence and associated outbuilding. The layout of the proposal has been very carefully considered to guarantee the design of the new residence is sympathetic and subservient to the historic resource while maintaining the prominence of the chalet and associated trees from West Smuggler and 8th Streets. The chalet's iconic north and east facades, including the second-floor deck facing 8th Street, will forever remain highly visible and unobstructed, especially given the proposed building envelope/setbacks on the Vacant Lot.

On-Site Parking.

Per Code Section 26.415.110(d), on-site parking reductions are permitted for designated historic properties unable to contain the number of parking spaces required by the underlying zoning due to the existence of a historic resource. When the parking waiver will enhance or mitigate an adverse impact on the historic significance or architectural character of the designated property, the HPC may also waive any otherwise required cash-in-lieu of on-site parking for residential development.

Since the Chalet Lot will contain two detached single-family residences, the Code would require four on-site parking spaces, or two per dwelling. The Applicant is requesting a parking waiver of two spaces to allow one on-site parking space per dwelling. The proposed plans include two one-car garages within the new detached structure. One of these spaces is to be dedicated to the chalet structure and the other is for the new residence. The two garages are separated by an interior wall and only one of the two spaces is accessible from within the attached residence. In addition, the Applicant seeks approval to maintain the existing fence and parking pull-out area within the West Smuggler Street right-of-way, as these have existed since the 1940s. Relocating the circa 1940s fence to match the West Smuggler Street property line is not feasible or desirable as it would necessitate impacts to the historically significant trees. This pull-out area



within the West Smuggler Street right-of-way provides an additional 3-4 off-street parking spaces.

Placing two additional parking spaces on-site would require the removal of additional trees and greater impact on/crowding of the historic resources. A waiver of the requirement for two additional on-site spaces allows the two historic assets to standalone, without additions or alterations, surrounded by the massive trees that have always added to the character of the property and an appropriate, ample amount of open ground. As such, the waiver will enhance or mitigate an adverse impact on the historic significance or architectural character of the designated property; therefore, the fee inlieu should be waived as well.

Transferable Development Rights (TDR).

Section 26.415.110(k) provides that owners of properties listed on the Inventory may sever and convey, as a separate development right, undeveloped floor area to be developed on a different property within the City. The proposed Vacant Lot, being 8,000 square feet in the R-6 zone district, would normally allow 3,520 square feet of Floor Area for a single-family residence. However, in another proactive effort to ensure sensitivity to the important historic resources on the adjacent Chalet Lot, the Applicant is volunteering that the Vacant Lot be limited to just 3,240 square feet of floor area, or the same floor area allowed for a lot of only 6,000 square feet. With this 280 square foot reduction, the Applicant is requesting one (1) 250 square foot historic TDR that can be sold for use on a different, eligible receiver site within the City.

All other dimensional requirements of the R-6 zoning, as may be amended, would continue to govern development on the Vacant Lot. Such development will also remain subject to all other applicable codes, including but not necessarily limited to the Residential Design Standards.

F. RESIDENTIAL DESIGN STANDARDS, CHAPTER 26.410

As codified at Section 26.410.010(a),

The City's Residential Design Standards are intended to ensure a strong connection between residences and street; ensure buildings provide articulation to break up bulk and mass; and preserve historic neighborhood scale and character. The standards do not prescribe architectural style, but do require that each home, while serving the needs of its owner, contribute positively to the streetscape.

The Code further provides that the Residential Design Standards (RDS) are intended to achieve an environment where homes have a connection to the street, respond to neighboring properties, and reflect traditional building scale. The proposal preserves the historic chalet that has engaged the street for some 75 years and provides articulation by breaking up available bulk and mass into three small-to-modest, detached structures. It also not only preserves historic neighborhood scale and character, but its buildings are critical in defining the neighborhood's historic character and scale. Obtaining HPC approval of the proposed development inherently guarantees achieving of the objectives and intent of the RDS.



MEMORANDUM

TO: Amy Simon, Planning Director

FROM: Sophie Varga, Zoning Enforcement Officer

DATE: 03/31/2022

RE: 949 W Smuggler Referral Comments

Floor Area Calculations:

Decks: per a conversation with Derek Skalko, we will work through deck calculations before final review. Subgrade Exposure on Historic Resource: The math for calculated subgrade floor area is inaccurate and will be fixed before final review.

Application Sheets: "Existing Floor Area" (pgs. 36-37), "Proposed Floor Area" (pgs. 38-39). Code Section: 26.575.020(d)

Parking Requirements:

Note: two parking spaces are required per dwelling unit, for a total of four parking spaces. The parking spaces in the Right of Way cannot be used to fulfill this requirement.

Application Sheets: Dimensional Requirements Form (pg. 20), "Proposed Site Plan" (pg. 34), "Proposed: Alley Residence Floor Plans" (pg. 43). Code Sections: Table 26.515-1, 26.515.070.

Setback Variations:

Note: Since the two detached residential dwelling units have a setback of more than 10 feet between them, the 10,000 SF Lot is not subject to combined side yard setbacks. Please add the 10' setback to the site plan. If the applicant does not want a setback of 10' between the two residential units, please request a variation to the combined side yard setbacks.

Application Sheet: "Proposed Site Plan" (pg. 34). Code Section: 26.710.040(5)

Survey: Please have the surveyor add a slope table. The table should list the area of the parcel with a 0-20% slope, 20-30% slope, and 30% slope (as applicable). If any portion of the parcel has a slope of more than 20%, it will impact allowable floor area calculations.

Application Sheet: Survey (pg. 29). Code Section: 26.575.020(c).

This memorandum summarizes major items. A variety of other requirements will be necessary for building permit submittal and zoning review.

NEW BUSINESS:

949 W. Smuggler – AspenModern Historic Designation and Benefits, Conceptual and Final Major Development, Relocation, Demolition, TDR, Subdivision, Growth Management – PUBLIC HEARING

<u>Applicant Presentation:</u> Mitch Haas, Haas Land Planning LLC & Derek Skalko, 1 Friday Design Collaborative

Mr. Haas introduced himself and Mr. Skalko and mentioned that Chris Vandemoer, their client was listening in. He then showed a vicinity map highlighting the site at 949 W. Smuggler St. and mentioned that they were applying for AspenModern landmark designation. He then described the negotiated approval process of the AspenModern program through which preservation benefits and incentives beyond those identified in the code are available and applicable sections in the code take on a flexibility that does not normally exist. Mr. Haas then thanked Ms. Simon for her hard work and inspiration and for her thorough but fair review of their proposal.

Mr. Haas went on to describe the history of the Vandemoer family on the property. He then described the reasoning for and details of the eventual Vandemoer lot split which was finalized in 2020. The project that is being discussed is located on the 18,000 square foot "lot 2". In order to afford to keep this legacy property in the family and to preserve the historic significance of the home, Mr. Vandemoer is seeking the AspenModern designation. Mr. Haas mentioned that if this application is not successful, Mr. Vandemoer would have to sell the property to the highest bidder, who would most likely not keep the historic structures.

Mr. Haas then went over the existing conditions of the property. It is an 18,000 square foot lot which includes a chalet style structure that sits on the western side with a four-side wrap around porch. The structure is flanked by two huge evergreen trees on each front corner and one at the back corner. There is also a wooden structure at the back of the property, referred to in the application as the "chicken coop" which was built at the same time as the house. Mr. Haas then showed a few historic pictures of the house as well as a current picture, noting that nothing has changed since it was built in the 1940s. He also went over the historical significance of the property and house. He then went into describing the proposed site plan, which includes subdividing the property into two lots, Lot 2(a) and Lot 2(b). Parcel A will be a 10,000 square foot lot (100x100) and will include the historic chalet, the relocated "chicken coop" and a new detached single-family residence to be built along the alley front. Parcel B will be a vacant 8,000 square foot lot which will be given a residential growth management allotment but will not be designated or be subject to HPC purview for future development. He mentioned that there are no proposed changes to the historic chalet on parcel A. Per the AspenModern negotiations and incentives, they are asking to combine conceptual and final reviews with HPC. The applicant seeks to maintain the existing historic fence in its existing location as shown in the existing conditions and also maintain the existing parking pull out on W. Smuggler St. The standard 10 foot set back on the north side of Parcel B is proposed to increase to a 30-foot setback for any above grade development in order to assure maximum visibility of the historic structure on Parcel A from W. Smuggler and 8th street. They are proposing a combined side yard setback of 15 feet instead of the required 25 feet of combined setbacks on Lot 2(b) which will need an HPC variation. If preferable to the City they would memorialize these setbacks as a building envelope on the final plat. They are also proposing to drop the normally allowed 3,520 square feet of floor area for an 8,000-foot lot to 3,240 square feet which is what is allowed on a

6,000-foot lot. Because of this reduction they are asking for a 250 square foot TDR be issued to the applicant.

Mr. Haas then addressed the Chalet lot (Lot 2(a)) and that they are not requesting any Floor Area Bonus (FAB) from HPC. He stated that for this 10,000-foot lot a total of 4140 square feet is allowed, but that the combined square footage of the historic structures and the new building would be less than that. He mentioned that the proposed new location of the "chicken coop" would require a 5-foot side yard setback variation and that they are also requesting a 5-foot rear yard setback variation on the new building to allow for the light well and room for a laundry space and mechanicals. He then mentioned that language in the original Vandemoer lot split mentioned no further lot splits can occur on the divided lots, they are calling this a major subdivision, but that is really in name only. He said that they are requesting that the applicant be able to sell the vacant lot before paying the cash-in-leu for affordable housing mitigation on the new building.

Mr. Skalko started by showing the proposed elevations of the new building noting that the new building basically hides behind the historic asset when looking from W. Smuggler. This was achieved by pushing the distance between old and new structures to the greatest extent possible (approx. 26 feet). He then showed a 3D rendering of the property (Lot 2a) to get a better look at the mass and scale of the structures.

In closing Mr. Haas said that the applicant desires to see the historic chalet and outbuilding preserved in perpetuity via historic landmark designation under AspenModern in exchange for the associated benefits within the code for designated landmarks.

Mr. Halferty asked about what appears to be a water line going through the vacant lot. Mr. Haas pointed out this line on the utility plat and said that is a home service line that runs from 8th St. to the chalet and mentioned that it will need to be removed at some point.

Mr. Halferty asked that the variations for the "chicken coop" be gone over again, which Mr. Haas did.

Mr. Halferty wanted to clarify if the proposal meant that HPC wouldn't have purview of any design review on Lot 2b. Mr. Haas said that is what is proposed in order for the applicant to sell the lot and maximize the value.

Mr. Fornell asked if the "chicken coop" was heated living space and part of the FAR calculation. Mr. Haas said they are counting it as part of the FAR calculation because it is enclosed but it is not heated nor is it habitable under building code. Mr. Fornell wanted to extend his gratitude to the applicant, Chris, and his family for their stewardship of the property over the many years. He then mentioned that the request for a deferral of affordable housing mitigation is a loophole in the requirements that is designed for people who live and work at a job in Aspen. He asked for more of an explanation of the request. Mr. Haas said they have only conditionally requested a deferral. That condition is only in the unlikely event that the applicant decides to build the new structure before the lot has sold. Mr. Fornell wanted to state for the record that a deferral should be reserved for those who qualify under the guidelines. Mr. Haas mentioned that the housing office has supported the deferral request.

Ms. Thompson asked if Mr. Skalko could go over the proposed materials for the new building. Mr. Skalko proceeded to go over the various proposed material options on different parts of the building.

Staff Presentation: Amy Simon, Planning Director

Ms. Simon started by going over the history of the Preservation program and the voluntary AspenModern program. She also went over the timing of this application and the scheduling of HPC meetings set for it. Also noted were various incentives that have been part of different AspenModern applications in the past. She then reviewed some of staff's thoughts that are laid out in the memo, regarding the historic resource and the new building, noting that as far as design review staff is not raising any objections. Staff also finds the relocation of the "chicken coop" an acceptable way to keep it part of the property and maintain its relationship. She then went over a few points for HPC discussion. One related to the parking in front of the Chalet on City property in the Right of Way that has always been there. Normally Engineering would say that needs to go in order to reclaim the public space. In trying to accommodate the owner, no one finds this a necessity as it has been a traditional element. Engineering did ask for the parking to become parallel. She wanted HPC to discuss this and make sure that the view of the house is not impacted by the number of cars parking there. The next item she wanted discussion on was the adjacent lot. Staff greatly appreciates the deep setback on the front and is in support of widening the building envelope to balance things out. She asked the commissioners to discuss possibly increasing the front setback for above grade development in order to maximize the view of the chalet from 8th St. She also asked for discussion of the fact that the application asks that the lot not be designated which is a concern because of the benefits being requested. She did not think we can forgo designating the lot because of the TDR being requested. A discussion was also requested about the growth management calculations for the lot since it was technically a second lot split of the property. Ms. Simon wanted to make clear that there is an exception being asked for to mitigate for this as if it were an existing lot and while it is not a deal breaker, a balance is wanted to be found. She pointed out that the City is asking for a first right of refusal to purchase the lot at a market rate to potentially build affordable housing.

Mr. Halferty asked if the right of first refusal would be a conflict of interest. Ms. Simon said because it would be at market rate it would not be. Ms. Johnson mentioned that since HPC members wouldn't be directly benefited financially it would not be a conflict.

Ms. Thompson asked if they had ever approved a limitation of height on a part of a lot. Ms. Simon said not for AspenModern, but that this is a negotiation.

Ms. Thompson said she was surprised that Engineering would allow parking in the right of way and asked if it would be reasonable to limit that to a specific number of spots. Ms. Simon said that there are other parking spaces in the right of way around town and that this parking would be signed for use by the general public.

Mr. Fornell gave his support to the project and was looking forward to seeing it again at the next meeting, but that something had come up that he had to attend to and would be leaving the meeting. Mr. Fornell then left the meeting.

Mr. Moyer asked if the City were to buy the lot if they would be treated like any other developer or person. Ms. Simon confirmed that yes, they would and that HPC could decide that if the City ended up buying the lot that it would come under HPC design review.

PUBLIC COMMENT: None.

BOARD DISCUSSION:

Ms. Thompson asked how Ms. Pitchford was doing. Ms. Pitchford said she was learning a lot but does appreciate the property and the applicant's intent to preserve it.

Ms. Thompson went over the items for discussion. The first being the fence and its encroachment into the right of way. Mr. Halferty said he was ok with it but was concerned about consistency when it comes to other projects.

Ms. Pitchford asked if the fence in discussion includes the fence on the alley side of the property as well. Mr. Haas said it was really just about the one in the front of the Chalet lot.

Ms. Thompson said she would be supportive of the encroachment to keep the fence in its current location and allow maintenance of it, but to limit the amount of landscaping between the property line and the fence.

Mr. Moyer said he wasn't opposed to the fence and that if the parking is parallel, it won't overwhelm the view of the fence or the house.

Ms. Thompson agreed with Mr. Moyer on the parking given the location of the property. She then asked for someone to start the discussion about the new structure.

Mr. Halferty said he thought the new structure complies with their guidelines and that the requested setbacks related to the garage is fine because it helps maintains a nice distance between the historic resource and the new structure. He thought it is a product of its own time.

Ms. Surfas agreed with Mr. Halferty and that it complements the existing structure.

Mr. Moyer had no issues with the new structure.

Ms. Thompson also agreed and supported the variance for the deck and below grade.

Ms. Pitchford said that she thought it was a product of its time but didn't necessarily complement the existing structure but realized that it didn't have to. She asked a question about 30-foot setback of the proposed building envelope and if everything was approved that any new owner of the lot would have to adhere to that setback. Ms. Thompson said yes.

Ms. Thompson then moved the discussion to the items related to the vacant lot, including the sub-division agreement, Growth Management Quota System (GMQS), and the developable area. She said she was concerned about the 30-foot setback while allowing all that floor area to be built on a smaller footprint. She asked Ms. Simon if she was correct in the assumption that if the 30-foot setback was approved that it would still be the same amount of floor area for a lot of that size and that the mass could be larger than if they did something to limit a future project. Ms. Simon said those type of things is what they are here to discuss and reminded HPC that even though the lot is 8,000 square feet, the applicant is restricting themselves to the floor area allowed for a 6,000 square foot lot.

Mr. Halferty agreed with Ms. Thompson's concerns over the potential massing of future development. He thought it would help if any future development did a lot of sub-grade floor area.

Mr. Moyer thought it would be helpful to go over and stake out a few scenarios. He also suggested that sub-grade floor be able to go toward the front and be below the yard and above-grade be allowed to move closer to the east property line.

Ms. Thompson agreed that a site visit would be helpful.

Mr. Moyer asked Mr. Haas if it was a disadvantage to a developer to be next to a landmark building and what would come with that and if it would it be that much harder to sell. Ms. Haas said he wasn't a realtor, but that the members were bringing up some good points and things he hadn't thought about. He knew they were coming back for another meeting and wanted to further discuss the topics with the applicant and City staff and hopefully come back with everyone on the same page.

Ms. Thompson said that she is generally supportive of the TDR but noted that she did not know the last time the City Council approved a TDR. Mr. Moyer and Mr. Halferty was also supportive of the TDR.

Ms. Thompson asked Ms. Simon if the newly created lot could not be a receiving site of the TDR. Ms. Simon said that a site that is not designated historic can be a landing site for TDRs which is why the discussion of landmarking the lot could be part of any conditions of approval. Ms. Thompson said she would be in favor of whatever they can do to limit the ability for a TDR to land on this site if it's not landmarked.

Ms. Pitchford asked to clarify if the fence on the east side of the second lot is inside the property line. Mr. Haas said it was about 1-2 feet inside the line.

Ms. Thompson said she was in favor of the relocation of the "chicken coop" and the related setbacks. Other members agreed.

There was a short discussion of the requested 10-year vesting rights.

Ms. Thompson said that if they were deferring payment on employee housing until the adjacent property is sold, that they include some time limits on how long it could be deferred.

There was discussion on administrating and scheduling a site visit.

MOTION: Ms. Thompson moved to continue this hearing to Wednesday, April 27th at noon at 949 W. Smuggler St. Mr. Moyer seconded. Roll call vote: Mr. Moyer, yes; Ms. Surfas, yes; Ms. Pitchford, yes; Mr. Halferty, yes; Ms. Thompson, yes. All in favor, motion passes.

ADJOURN: Ms. Thompson motioned to adjourn. Mr. Moyer seconded. All in favor; motion passed.

Mike Sear, Deputy City Clerk

NEW BUSINESS:

949 W. Smuggler – AspenModern Historic Designation and Benefits, Conceptual and Final Major Development, Relocation, Demolition, TDR, Subdivision, Growth Management – PUBLIC HEARING

Applicant Presentation: Mitch Haas, Haas Land Planning LLC & Derek Skalko, 1 Friday Design Collaborative

Mr. Haas introduced himself and Mr. Skalko and mentioned that Chris Vandemoer, their client was listening in. He then showed a vicinity map highlighting the site at 949 W. Smuggler St. and mentioned that they were applying for AspenModern landmark designation. He then described the negotiated approval process of the AspenModern program through which preservation benefits and incentives beyond those identified in the code are available and applicable sections in the code take on a flexibility that does not normally exist. Mr. Haas then thanked Ms. Simon for her hard work and inspiration and for her thorough but fair review of their proposal.

Mr. Haas went on to describe the history of the Vandemoer family on the property. He then described the reasoning for and details of the eventual Vandemoer lot split which was finalized in 2020. The project that is being discussed is located on the 18,000 square foot "lot 2". In order to afford to keep this legacy property in the family and to preserve the historic significance of the home, Mr. Vandemoer is seeking the AspenModern designation. Mr. Haas mentioned that if this application is not successful, Mr. Vandemoer would have to sell the property to the highest bidder, who would most likely not keep the historic structures.

Mr. Haas then went over the existing conditions of the property. It is an 18,000 square foot lot which includes a chalet style structure that sits on the western side with a four-side wrap around porch. The structure is flanked by two huge evergreen trees on each front corner and one at the back corner. There is also a wooden structure at the back of the property, referred to in the application as the "chicken coop" which was built at the same time as the house. Mr. Haas then showed a few historic pictures of the house as well as a current picture, noting that nothing has changed since it was built in the 1940s. He also went over the historical significance of the property and house. He then went into describing the proposed site plan, which includes subdividing the property into two lots, Lot 2(a) and Lot 2(b). Parcel A will be a 10,000 square foot lot (100x100) and will include the historic chalet, the relocated "chicken coop" and a new detached single-family residence to be built along the alley front. Parcel B will be a vacant 8,000 square foot lot which will be given a residential growth management allotment but will not be designated or be subject to HPC purview for future development. He mentioned that there are no proposed changes to the historic chalet on parcel A. Per the AspenModern negotiations and incentives, they are asking to combine conceptual and final reviews with HPC. The applicant seeks to maintain the existing historic fence in its existing location as shown in the existing conditions and also maintain the existing parking pull out on W. Smuggler St. The standard 10 foot set back on the north side of Parcel B is proposed to increase to a 30-foot setback for any above grade development in order to assure maximum visibility of the historic structure on Parcel A from W. Smuggler and 8th street. They are proposing a combined side yard setback of 15 feet instead of the required 25 feet of combined setbacks on Lot 2(b) which will need an HPC variation. If preferable to the City they would memorialize these setbacks as a building envelope on the final plat. They are also proposing to drop the normally allowed 3,520 square feet of floor area for an 8,000-foot lot to 3,240 square feet which is what is allowed on a

6,000-foot lot. Because of this reduction they are asking for a 250 square foot TDR be issued to the applicant.

Mr. Haas then addressed the Chalet lot (Lot 2(a)) and that they are not requesting any Floor Area Bonus (FAB) from HPC. He stated that for this 10,000-foot lot a total of 4140 square feet is allowed, but that the combined square footage of the historic structures and the new building would be less than that. He mentioned that the proposed new location of the "chicken coop" would require a 5-foot side yard setback variation and that they are also requesting a 5-foot rear yard setback variation on the new building to allow for the light well and room for a laundry space and mechanicals. He then mentioned that language in the original Vandemoer lot split mentioned no further lot splits can occur on the divided lots, they are calling this a major subdivision, but that is really in name only. He said that they are requesting that the applicant be able to sell the vacant lot before paying the cash-in-leu for affordable housing mitigation on the new building.

Mr. Skalko started by showing the proposed elevations of the new building noting that the new building basically hides behind the historic asset when looking from W. Smuggler. This was achieved by pushing the distance between old and new structures to the greatest extent possible (approx. 26 feet). He then showed a 3D rendering of the property (Lot 2a) to get a better look at the mass and scale of the structures.

In closing Mr. Haas said that the applicant desires to see the historic chalet and outbuilding preserved in perpetuity via historic landmark designation under AspenModern in exchange for the associated benefits within the code for designated landmarks.

Mr. Halferty asked about what appears to be a water line going through the vacant lot. Mr. Haas pointed out this line on the utility plat and said that is a home service line that runs from 8th St. to the chalet and mentioned that it will need to be removed at some point.

Mr. Halferty asked that the variations for the "chicken coop" be gone over again, which Mr. Haas did.

Mr. Halferty wanted to clarify if the proposal meant that HPC wouldn't have purview of any design review on Lot 2b. Mr. Haas said that is what is proposed in order for the applicant to sell the lot and maximize the value.

Mr. Fornell asked if the "chicken coop" was heated living space and part of the FAR calculation. Mr. Haas said they are counting it as part of the FAR calculation because it is enclosed but it is not heated nor is it habitable under building code. Mr. Fornell wanted to extend his gratitude to the applicant, Chris, and his family for their stewardship of the property over the many years. He then mentioned that the request for a deferral of affordable housing mitigation is a loophole in the requirements that is designed for people who live and work at a job in Aspen. He asked for more of an explanation of the request. Mr. Haas said they have only conditionally requested a deferral. That condition is only in the unlikely event that the applicant decides to build the new structure before the lot has sold. Mr. Fornell wanted to state for the record that a deferral should be reserved for those who qualify under the guidelines. Mr. Haas mentioned that the housing office has supported the deferral request.

Ms. Thompson asked if Mr. Skalko could go over the proposed materials for the new building. Mr. Skalko proceeded to go over the various proposed material options on different parts of the building.

Staff Presentation: Amy Simon, Planning Director

Ms. Simon started by going over the history of the Preservation program and the voluntary AspenModern program. She also went over the timing of this application and the scheduling of HPC meetings set for it. Also noted were various incentives that have been part of different AspenModern applications in the past. She then reviewed some of staff's thoughts that are laid out in the memo, regarding the historic resource and the new building, noting that as far as design review staff is not raising any objections. Staff also finds the relocation of the "chicken coop" an acceptable way to keep it part of the property and maintain its relationship. She then went over a few points for HPC discussion. One related to the parking in front of the Chalet on City property in the Right of Way that has always been there. Normally Engineering would say that needs to go in order to reclaim the public space. In trying to accommodate the owner, no one finds this a necessity as it has been a traditional element. Engineering did ask for the parking to become parallel. She wanted HPC to discuss this and make sure that the view of the house is not impacted by the number of cars parking there. The next item she wanted discussion on was the adjacent lot. Staff greatly appreciates the deep setback on the front and is in support of widening the building envelope to balance things out. She asked the commissioners to discuss possibly increasing the front setback for above grade development in order to maximize the view of the chalet from 8th St. She also asked for discussion of the fact that the application asks that the lot not be designated which is a concern because of the benefits being requested. She did not think we can forgo designating the lot because of the TDR being requested. A discussion was also requested about the growth management calculations for the lot since it was technically a second lot split of the property. Ms. Simon wanted to make clear that there is an exception being asked for to mitigate for this as if it were an existing lot and while it is not a deal breaker, a balance is wanted to be found. She pointed out that the City is asking for a first right of refusal to purchase the lot at a market rate to potentially build affordable housing.

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PUBLIC COMMENT: None.

BOARD DISCUSSION:

Ms. Thompson asked how Ms. Pitchford was doing. Ms. Pitchford said she was learning a lot but does appreciate the property and the applicant's intent to preserve it.

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Ms. Thompson said that if they were deferring payment on employee housing until the adjacent property is sold, that they include some time limits on how long it could be deferred.

There was discussion on administrating and scheduling a site visit.

MOTION: Ms. Thompson moved to continue this hearing to Wednesday, April 27th at noon at 949 W. Smuggler St. Mr. Moyer seconded. Roll call vote: Mr. Moyer, yes; Ms. Surfas, yes; Ms. Pitchford, yes; Mr. Halferty, yes; Ms. Thompson, yes. All in favor, motion passes.

ADJOURN: Ms. Thompson motioned to adjourn. Mr. Moyer seconded. All in favor; motion passed.

Mike Sear, Deputy City Clerk

Chairperson Thompson opened the meeting of the Aspen Historic Preservation Commission at 4:30pm.

Commissioners in attendance: Jeffrey Halferty, Kara Thompson, Jodi Surfas, Peter Fornell, Roger Moyer, Sheri Sanzone and Barb Pitchford.

Staff present:

Amy Simon, Planning Director
Natalie Feinberg Lopez, Historic Preservation Officer
Sarah Yoon, Historic Preservation Planner
Kate Johnson, Assistant City Attorney
Mike Sear, Deputy City Clerk
Risa Rushmore, Administrative Assistant II

MINUTES: Ms. Thompson motioned to approval the minutes from 4/13/22 with the grammatical revision on page 7 made. Mr. Fornell seconded. Roll call vote: Mr. Fornell, yes; Mr. Moyer, yes; Ms. Sanzone, abstained; Ms. Surfas, yes; Ms. Pitchford, yes; Mr. Halferty, yes; Ms. Thompson, yes. All in favor, with one member abstaining, motion passes.

PUBLIC COMMENTS: None.

COMMISSION MEMBER COMMENTS: Mr. Halferty thanked everyone for the work session two weeks ago and for the many great concepts that were brought up.

DISCLOSURE OF CONFLICTS OF INTEREST: None.

PROJECT MONITORING: Ms. Yoon said there was one item to bring before the HPC board for project monitoring. 930 King St. which was approved by the board through a minor development hearing is being brought forward because of a slight massing change from what was approved. The project monitors for this project reviewed the application and agreed that it was acceptable, but because it a slight floor area and massing change, staff thought it was important for the board to see it in its entirety. She introduced Wheeler Clancy who is representing the applicant. Mr. Clancy showed some images of the project and described the proposed changes. The initial Floor Area Ratio calculations were around 75 square feet and during the permitting process it was determined that they were entitled to about 85 square feet. He then described the slight changes to the west side expansion, increasing the area by 10 square feet, showing images of the original and proposed layouts.

Ms. Yoon mentioned that this does not constitute a new approval or resolution, it is just a modification of the original approval. Ms. Thompson said that her and Mr. Fornell are the project monitors on this project and that they reviewed the proposed changes and said that from the rendering that the massing changes are insignificant. Both Ms. Thompson and Mr. Fornell were satisfied with the changes after having their questions answered. Ms. Johnson then went over the board's options, which were to, after review, accept the changes or to bring it back to a public hearing. Mr. Halferty, Mr. Moyer, Ms. Surfas, Ms. Pitchford and Ms. Sanzone were all ok with the changes.

STAFF COMMENTS: Ms. Feinberg Lopez mentioned that her and staff have set up the schedule so that the second meeting of each month will be in person and that it will include a work session. She

requested that potential work session topics be emailed to her. She then mentioned that May is Preservation month and that a progressive bike tour is scheduled for the 31st of May. She then went over the details of the tour. Ms. Yoon mentioned that she would be leaving the meeting a bit early.

CERTIFICATE OF NO NEGATIVE EFFECT: Ms. Feinberg Lopez went over a number of these including:

- 706 W. Main basement addition that is within the setbacks.
- 400 E. Cooper change in doors and siding.
- 520 E. Hyman addition of a side and alleyway door.
- 305 & 307 S. Mill interior changes.
- Temporary structure at Aspen Tap.

CALL UP REPORTS: None.

SUBMIT PUBLIC NOTICE FOR AGENDA ITEMS: Ms. Johnson said that she reviewed public notice and that notice was provided per the code for the agenda item.

OLD BUSINESS:

949 W. Smuggler – AspenModern Historic Designation and Benefits, Conceptual and Final Major Development, Relocation, Demolition, TDR, Subdivision, Growth Management – PUBLIC HEARING CONTINUED FROM APRIL 27th SITE VISIT

<u>Applicant Presentation:</u> Mitch Haas, Haas Land Planning LLC & Derek Skalko, 1 Friday Design Collaborative

Mr. Haas provided a summary of the project, including some of the history of the property, the previous lot split and showed the existing conditions. He described the historic chalet, surrounding fence, a "chicken coop" structure and an outbuilding that is proposed to be demolished. He noted that most of the surrounding fence can go away because it lies within the property line or is in the alley. He then showed a few historic pictures of the chalet from the 1940s. He showed a comparison of the existing and the proposed site plans, highlighting the new proposed lot line separating the historic "Chalet" lot (10,000 square feet) and the new vacant lot (8,000 square feet), the new detached structure to be built behind the historic chalet, and the repositioning of the "chicken coop". He then went on to describe the proposed front setbacks of the vacant lot. He mentioned that to the best of his memory, the HPC members present at the last meeting did not have any real issues or concerns with what is proposed on the "Chalet" lot. He said that the vacant lot was the main focus at the last meeting, including concerns about potential massing issues because of the reduced building envelope and the proposal of the vacant lot not being landmarked and not subject to HPC review. He also went over a few other topics of discussion from the last meeting. He reminded the members that the applicant was proposing that the vacant lot be limited to the allowable floor area for a 6,000 square foot lot, reducing the floor area by 280 square feet compared to an 8,000 square foot lot. In exchange for this the applicant is asking for a 250 square foot Transferable Development Right (TDR).

Mr. Haas said that since the last meeting he had been working with Ms. Simon and that they are fully ok with the resolution as written, which he said seems to address most if not all the concerns raised. He

then went over in some detail the staff conditions included in the Resolution, noting that he hoped that these would all be written as recommendations to City Council from HPC because this is ultimately a negotiated process.

Staff Presentation: Amy Simon, Planning Director

Ms. Simon started by focusing on the Resolution and reviewing each condition in detail with the HPC members. She then opened her presentation to questions.

Ms. Thompson asked Ms. Simon to review and confirm the math in condition #9 regarding the allowable floor area on the vacant lot be set at 3,240 square feet. Ms. Simon confirmed this and noted that the recommendation also states that only a single-family home is allowed unless the condition is amended by City Council.

There was then some discussion on the details and intentions of condition #11.

Mr. Fornell asked for clarity on why in this case HPC is a "recommending" body and not the deciding body. Ms. Simon described how the AspenModern is a very different program, being a negotiated process and that the final decision is in City Council's court. There are also many processes that are part of this proposal that are never in HPC's purview.

There was some discussion around the reason and importance of preserving this historic property and since this is currently not designated a historic property what could happen to the property if this AspenModern designation does not go through.

Ms. Surfas asked about what HPC would have say over if the vacant lot is designated historic. Ms. Simon explained that it would be the same as any other historically designated property that was under HPC review.

Mr. Moyer asked if the City purchased the vacant lot, what could they or could they not out on the lot. Ms. Thompson said that her understanding was that whatever was proposed would come before HPC for review.

Ms. Sanzone did not understand where the potential for a multiple unit project could show up on the lot and if it was a possibility of the major subdivision process. Ms. Simon said a lot would have to happen to allow anything more than a duplex on the lot, but it was up to City Council.

Ms. Sanzone asked a few questions about grading, drainage and utilities plans in regard to their impact on existing trees. Mr. Haas said that they had been on the property with the Parks department and most of the trees that could be impacted do not require mitigation and are either in bad health, a hazard or too small to be City regulated.

PUBLIC COMMENT: None.

BOARD DISCUSSION:

Mr. Halferty complimented the project and its importance to Aspen history. He emphasized the importance of the HPC's recommendation to City Council. He brought up some concerns over the proposed "right of first refusal" for the vacant lot, but said if the City's legal team was ok with it he was as well from a consistency stand point.

Ms. Thompson thought that the applicant had addressed every concern since the first meeting, and she fully supports this resolution.

Mr. Fornell agreed that this is a good project. He strongly objected to condition #12 in the Resolution regarding the 30-day option for the City. He did not think what was proposed was legal, ethical, or proper. He went on to explain his thoughts. Ms. Thompson asked if Mr. Fornell would be comfortable deferring that to City Council. Mr. Fornell said no and would like to see condition #12 removed. Ms. Thompson said that she would like to defer this to City Council. Ms. Johnson went over some of the legal aspects of the topic and mentioned that if the rest of the board is in agreement, then you can move to strike it or state that HPC takes no position and refer it to Council.

Ms. Thompson stressed the importance of HPC's unanimous support of this to Council and if removing condition #12 means that Mr. Fornell will support it, she would be ok with that. Ms. Sanzone agreed that it should be removed. Ms. Pitchford agreed as well. Mr. Moyer did not care whether it was included or not but agreed that HPC needs to be all in agreement on their recommendations to avoid making things more complicated for Council to allow this to happen.

Ms. Sanzone thought that the original lot split was a huge incentive to the applicant and was really struggling with the creation of the additional lot and how it will affect the context of the lot including the existing sage brush. She did not agree with staff's comments that this application is meeting the criteria for a major subdivision.

Mr. Haas expressed his concerns with saddling the vacant lot with too many restrictions, which could lead to the whole thing falling apart by losing the value that makes this all possible. Ms. Thompson wanted to make sure the project is viable for the applicant and Mr. Fornell did not want HPC to do something that makes the applicant walk away for their effort.

HPC members then worked with Ms. Simon to make suggested edits to the language of the Resolutions and the conditions therein. These included better emphasizing HPC's recommendation of approval and clarifying the difference between the two lots, as well as other clarifying details. Condition #12 was also removed as part of the edits to conditions.

MOTION: Ms. Thompson moved to approve the Resolution with the edits made. Mr. Moyer seconded. Roll call vote: Mr. Fornell, yes; Mr. Moyer, yes; Ms. Sanzone, no; Ms. Surfas, yes; Ms. Pitchford, yes; Mr. Halferty, yes; Ms. Thompson, yes. 6-1, motion passes.

Ms. Thompson asked Ms. Sanzone why she objected. Ms. Johnson mentioned that a member does not need to disclose why they voted the way they voted but can if they choose. Ms. Sanzone did not prefer to answer now.

Mr. Fornell wondered if there was a threshold by which that vote may change for the benefit of moving to City Council. Ms. Sanzone wondered if she could change her vote to abstained. Ms. Johnson said someone could call for a reconsideration and another vote.

Mr. Moyer called for reconsideration. Ms. Thompson seconded.

Ms. Sanzone explained that it was hard for her to vote yes on this, and it is inappropriate because she didn't attend the first meeting or the site visit. She fundamentally had a problem with the subdivision, in

the fact that this lot is getting divided up further. She said we lost the context on the west side with the original lot split a few years ago, and now were losing the rest of it. She had hoped her vote wouldn't count as the alternate member so that she could say that and feel good about her values and what she feels is important.

Ms. Johnson said that if Ms. Sanzone felt that she did not have sufficient information to vote on this, she could always abstain. She said that someone would have to make another motion to approve the Resolution as amended, because things had somewhat reset.

Mr. Fornell motioned to approve the Resolution as amended. Ms. Pitchford seconded. Mr. Fornell, yes; Mr. Moyer, yes; Ms. Sanzone, abstain; Ms. Surfas, yes; Ms. Pitchford, yes; Mr. Halferty, yes; Ms. Thompson, yes. 6-0, with one abstention. Motion passes.



RECEPTION#: 688453, R: \$28.00, D: \$0.00 **DOC CODE: RESOLUTION** Pg 1 of 4, 06/21/2022 at 11:34:50 AM Ingrid K. Grueter, Pitkin County, CO

RESOLUTION #7, SERIES OF 2022

A RESOLUTION OF THE ASPEN HISTORIC PRESERVATION COMMISSION GRANTING MAJOR DEVELOPMENT REVIEW, RELOCATION, DEMOLITION, AND VARIATION APPROVAL, AND RECOMMENDING CITY COUNCIL GRANT ASPENMODERN HISTORIC DESIGNATION AND BENEFITS, TDR, SUBDIVISION, AND GROWTH MANAGEMENT FOR THE PROPERTY LOCATED AT 949 W. SMUGGLER STREET, LOT 2, VANDEMOER HILL LOT SPLIT, CITY AND TOWNSITE OF ASPEN, COLORADO

PARCEL ID: 2735-122-12-003

WHEREAS, the applicant, Vandemoer Family, Inc., c/o Chris Vandemoer, P.O. Box 668, Sterling, Colorado 80751, has requested review of AspenModern Historic Designation and Benefits, Major Development, Relocation, Demolition, Variations, TDR, Subdivision and Growth Management for the property located at 949 W. Smuggler Street, Lot 2, Vandemoer Hill Lot Split, City and Townsite of Aspen, Colorado, PID 2735-122-12-003; and

WHEREAS, the proposal has been deemed to be exempt from the applicability of Ordinance #27, Series of 2021 and Ordinance #6, Series of 2022, ordinances which generally placed a temporary moratorium on residential development, and has been allowed to proceed because land use applications involving voluntary AspenModern landmark designation are specifically permitted to be processed at this time; and

WHEREAS, the application was deemed to be complete on March 31, 2022 and is to be reviewed according to the land use regulations in affect prior to the adoption of Ordinance #27, Series of 2021. The date of completeness commenced a code mandated 90 day period for the City to negotiate historic designation with the property owner, which may be extended; and

WHEREAS, the AspenModern designation process is described at Section 26.415.025 and Section 26.415.030 of the Municipal Code and allows for City Council approval of site specific benefits to secure voluntary historic designation; and

WHEREAS, for approval of Major Development, the HPC must review the application, a staff analysis report and the evidence presented at a hearing to determine the project's conformance with the City of Aspen Historic Preservation Design Guidelines per Section 26.415.070.D of the Municipal Code. In the case of this project, HPC must also apply the Residential Design Standards of Section 26.410.040 to proposed new construction. The HPC may approve, disapprove, approve with conditions or continue the application to obtain additional information necessary to make a decision to approve or deny; and

WHEREAS, for approval of Relocation, HPC must find the application meets the requirements of Aspen Municipal Code Section 26.415.090.C, Relocation of a Designated Property; and

WHEREAS, for approval of Demolition, HPC must find the application meets the requirements of Aspen Municipal Code Section 26.415.080.A, Demolition of historic properties; and

> HPC Resolution #7, Series of 2022 Page 1 of 4

WHEREAS, for approval of Setback Variations, HPC must find the application meets the requirements of Aspen Municipal Code Section 26.415.110.C, Setback Variations; and

WHEREAS, to recommend Council approval of a TDR, HPC must find the application meets the requirements of Aspen Municipal Code Section 26.535.070, Transferable Development Rights; and

WHEREAS, to recommend Council approval of Subdivision, HPC must find the application meets the requirements of Aspen Municipal Code Section 26.480.070, Major Subdivision; and

WHEREAS, to recommend Council approval of a Growth Management allotment, HPC must find the application meets the requirements of Aspen Municipal Code Section 26.470.080 and 26.470.100, Planning and Zoning Commission Growth Management review; and

WHEREAS, Community Development Department staff reviewed the application for compliance with applicable review standards, sought referral comments from other City Departments with requirements relevant to the proposal, and recommended approval with conditions; and

WHEREAS, HPC reviewed the project on April 13, 2022, April 27th, 2022 (site visit), and May 11, 2022, considered the application, the staff memo and public comments, and found the proposal consistent with the review standards. HPC supports the voluntary designation of this property as one of the best and most intact examples of a Chalet in Aspen. This is likely among the first buildings constructed here after World War II and is therefore particularly illustrative of the early spirit of the ski resort. HPC granted approval for Major Development, Relocation, Demolition, and Variations and recommended Council approval of AspenModern designation and Benefits, TDR, Subdivision and Growth Management, with conditions, by a vote of 6 to 0, with one abstention.

NOW, THEREFORE, BE IT RESOLVED:

Section 1: Approvals

HPC supports the application and hereby states the following conditions:

- 1. HPC recommends that designation will affect the entire property; Parcel A, the Chalet lot and Parcel B, the corner lot. As such, future development of Parcel B is subject to HPC Major Development Review and Residential Design Standards Review.
- 2. A full waiver of compliance with the Residential Design Standards is recommended for the new home on Parcel A, the Chalet lot, as a negotiated benefit. This house is not designed to relate to Smuggler Street and its character as an alley/back-drop structure is appropriate.
- 3. HPC recommends the applicant comply with slope reduction on Parcel A, the Chalet lot, rather than asking for a preservation benefit on this topic.

- 4. HPC finds that the fence near the entry to the Chalet home is original and historically significant and should remain in place (with maintenance and repair as needed) and should be granted a permanent encroachment license to sit in the public right-of-way.
- 5. The applicant is asked to continue their excellent regular maintenance of the Chalet and to work closely with the Parks Department to preserve the significant trees adjacent to the home, while also taking note of the impacts of the tree roots and branches continually moving towards the historic structure.
- 6. For relocation of the chicken coop, a letter from an engineer or housemover demonstrating the structure is capable of withstanding the relocation, a plan for the safe relocation of the building, and a financial assurance in the amount of \$15,000 will be required prior to building permit submission.
- 7. Setback variations are approved on Parcel A, the Chalet lot, for the "chicken-coop" and the proposed new home along the alley. The chicken-coop is permitted a 5 foot east setback where it should have 10 feet. The new house along the alley is permitted a 5 foot rear setback rather than the 10 feet required for proposed below grade space, a second floor deck, and a lightwell.
- 8. A combined sideyard of 15 feet is permitted on Parcel B, the corner lot, where 25 feet is required. A 30' front yard setback is required, only above grade. These requirements may be adjusted by an affirmative vote of HPC at the time that development is proposed.
- 9. HPC recommends one TDR be approved for Parcel B, the corner lot, and that the applicant thereafter forgo 30 square feet of otherwise allowable floor area and restrict the lot to the development of a single- family home of 3,240 square feet. A duplex or other residential structure is only permitted if this condition is amended by City Council.
- 10. HPC recommends the applicant withdraw the request for deferral of affordable housing mitigation on Parcel A, the Chalet lot, as a preservation benefit.
- 11. HPC recommends the negotiation of affordable housing mitigation requirements on Parcel B, the corner lot, be left to Council to resolve in their negotiation with the applicant.

Section 2: Material Representations

All material representations and commitments made by the Applicant pursuant to the development proposal approvals as herein awarded, whether in public hearing or documentation presented before the Community Development Department, the Historic Preservation Commission, or the Aspen City Council are hereby incorporated in such plan development approvals and the same shall be complied with as if fully set forth herein, unless amended by other specific conditions or an authorized authority.

Section 3: Existing Litigation

This Resolution shall not affect any existing litigation and shall not operate as an abatement of any action or proceeding now pending under or by virtue of the ordinances repealed or amended as herein provided, and the same shall be conducted and concluded under such prior ordinances.

Section 4: Severability

If any section, subsection, sentence, clause, phrase, or portion of this Resolution is for any reason held invalid or unconstitutional in a court of competent jurisdiction, such portion shall be

HPC Resolution #7, Series of 2022

deemed a separate, distinct and independent provision and shall not affect the validity of the remaining portions thereof.

APPROVED BY THE COMMISSION at its regular meeting on the 11th day of May, 2022.

Approved as to Form:

Approved as to Content:

Katharine Johnson, Assistant City Attorney

ara Thompson, HPC Chair

ATTEST:

Mike Sear Deputy City Clerk



MEMORANDUM

TO: Aspen City Council

FROM: Courtney DeVito, Human Resources Director

THROUGH: Alissa Farrell, Administrative Services Director

MEMO DATE: 07/01/2022

MEETING DATE: 07/12/2022

RE: Resolution #090 Opt Out of State of Colorado Family and Medical

Leave Insurance (FAMLI) Program

REQUEST OF COUNCIL: City Council is requested to approve opting out of the State of Colorado Family and Medical Leave Insurance (FAMLI) program as stated in Resolution #090.

SUMMARY AND BACKGROUND: In 2020, FAMLI was created through statewide voter's approval of Proposition 118 which exists to ensure Colorado workers have access to paid leave to care for their personal health and that of their family, as necessary. This program will begin to be funded on January 1, 2023 and will provide benefits to participating employees beginning January 1, 2024. The premium for FAMLI is .9% of an employee's wages, split 50/50 between the employee (0.45%) and employer (0.45%), up to a maximum of \$161,700 in wages or \$1,454.96 in annual premiums. By law, this can increase up to 1.2% of wages or \$1,940.40 in annual premiums. Any employee earning at least \$2,500 in wages while working for a Colorado employer over a period of one year will be eligible.

The FAMLI act requires:

- •12 weeks of paid aggregate family or medical leave
- Employees receive paid leave amounting to:
 - •Up to 90% of their average weekly wage for the portion of their wages equal to or less than 50% of the state average weekly wage; and
 - 50% of the portion of their wages that exceeds the state average weekly wage.
- Employee/Employer pay 0.45% each of the employee's annual wages to the FAMLI Division as an insurance premium, deducted from the employee's paychecks.
- Federal Family and Medical (FMLA) Leave will run concurrently with the Colorado State FAMLI Act.

As a local government, The City of Aspen may decline to participate in FAMLI following a vote from its governing body.

The City of Aspen currently provides FMLA (federally mandated job protected leave), generous paid leave (Paid Time Off - PTO and Extended Sick Leave - ESL) along with other compensation benefits while on leave. After assessing the cost benefit analysis for employees and for the employer, staff do not find this program to be worth the cost to the organization or the employee. Moreover, there remain many unknowns about the future of the program and premium cost increases year over year.

City employees who are benefit eligible are already paying premiums for any health insurance benefit above single coverage along with other ancillary benefit deduction, and while the cost remains affordable, a premium for FAMLI leave would increase deductions and lower net pay. Part-time city employees would be eligible for this program if they have earned at least \$2,500 in wages in Colorado during the consideration period. However, this would be difficult to track internally, specifically for new staff who may have worked elsewhere.

Additionally, the large majority of employees will likely not access this benefit because the City offers compensation through leave for similar medical events through ESL, PTO and even an ESL bank of donated hours for eligible employees that may not have enough ESL hours.

While taking the leave for a qualifying event, federal FMLA may potentially run concurrently for job protection. Furthermore, employees can still participate individually if they choose to do so by coordinating leave directly through the state of Colorado. Information pertaining to the State of Colorado FAMLI program has been provided by HR to all employees.

DISCUSSION: Opting into this program would allow City employees to utilize state paid leave to care for their own personal medical needs as well as those of their family. FAMLI provides 12 weeks of paid leave with up to an additional 4 weeks potentially for pregnancy related complications. FAMLI leave also offers job protection for staff during their 12 weeks of leave provided the employee has worked in Colorado for 180 days.—This is similar to the federal FMLA leave which allows for job protection up to 12 weeks, however FMLA is unpaid by the City and employees are expected to use their ESL and PTO to supplement their time away from work. Additionally, staff need to have worked for the City for 12 months and 1250 hours. Job protection would not apply under FAMLI if not elected however it would still apply under FMLA.

The City would be responsible for setting up payroll deductions for all staff, funding the employer portion and submitting payments to the state. There is significant room for error in this process. If an employee were to be charged incorrectly, the employee runs the risk of owing back premiums. The state may also issue fines due to errors, however those fine amounts are not yet determined which further complicates the financial impact to the organization.

A few other distinctions relevant to City of Aspen leave benefits that are already in place, in addition to PTO and ESL, include compensatory time at time and a half for non-exempt employees for hours over forty and credit time accrual on a 1:1 ratio for exempt employees for hours over forty. These benefits are available immediately upon hire. Moreover, employees may be eligible for use of the extended sick leave (ESL) bank and/or mid-term or long-term disability. All of these leave benefits can already be used for eligible employees to supplement income for both personal and medical reasons, which is the intent of the FAMLI leave.

The City may choose at a later date to opt in if it is in the best interest of staff balanced with employer considerations. Opting in locks local governments into participation and premiums for a minimum of three years. With an opt-out, City employees may still opt-in on their own through the state directly. Keeping this process separate from current City benefits is preferred because of the financial implications if an error is made.

Should an employee opt in, they would receive partial benefit payments from the State based on wages. The City would then have to calculate earnings by using ESL or PTO to make up the difference in pay. This is of particular concern as the majority of staff have deductions for health insurance, Health Savings Account (HSA) funding and retirement contributions that may be missing if they do not receive their full wages from the City. In turn, employees would need to pay back the City for any deductions missed.

Due to the cost factor to both the City and City employees and the duplication for most employees of leave offered with current City benefits, the FAMLI benefits would not benefit the majority of employees. The FAMLI leave program would only benefit a small number of the City's over 450 employees. Annually, City staff process 20-30 FMLA cases which is a small fraction of staff. While full-time, part-time, seasonal, and intermittent staff would likely be eligible, the small usage, will not outweigh the cost/benefit factor. Staff has taken part in a Colorado Municipal League (CML) survey to gauge interest to opt-out and of the 45 municipalities responding, 24 were considering opting out and 18 were undecided at the time survey results were issued.

Staff will continue to monitor updates to the State of Colorado FAMLI program_throughout 2022, however do not anticipate changing or altering our recommendation nor is it foreseen that significant changes will be made to FAMLI this year.

FINANCIAL IMPACTS: If the City were to choose to participate, (based on current wages), the approximate cost would be \$250,000 in 2023 and annually thereafter.

ALTERNATIVES: If Council choose to opt in to the Colorado State FAMLI program, the considerations would include: the financial burden to the employee and employer, the duplication of leave and compensation benefits for the large majority of employees, and the cumbersome administrative procedures.

RECOMMENDATIONS: Staff requests approval of Resolution #090 - Opting out of State of Colorado FAMLI program.

ATTACHMENTS:

Attachment A - All City Notification Email - FAMLI vote

RESOLUTION #090 (Series of 2022)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ASPEN, COLORADO, DECLINING FULL PARTICIPATION IN THE COLORADO STATE-RUN PAID FAMILY AND MEDICAL LEAVE INSURANCE PROGRAM

WHEREAS, in November of 2020, Colorado voters approved Proposition 118, which established a State-run Paid Family and Medical Leave Insurance program ("FAMLI"); and

WHEREAS, the State's purpose for creating the program is to ensure all Colorado workers have access to paid leave in order to take care of themselves or their family during life circumstances that pull them away from their jobs; and

WHEREAS, under FAMLI, employers and their employees are both responsible for funding the program and may split the cost 50/50; the premiums are set at 0.9% of the employee's wage, with 0.45% paid by the employer and 0.45% paid by the employee; and

WHEREAS, the premiums required for FAMLI will be collected starting January 1, 2023, and benefits will begin January 1, 2024; and

WHEREAS, as a local government, the City of Aspen (the "City") may decline to participate in FAMLI following a vote of its governing body; and

WHEREAS, should the City decline to participate in FAMLI, City employees will still have the option to participate in the program and remit premiums to the State; and

WHEREAS, City staff recommends that City Council decline participation in FAMLI; and

WHEREAS, City Council has determined that it is in the best interest of the City and City employees to decline participation in FAMLI.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ASPEN, COLORADO,

Section 1. City Council finds and determines that, with regard to the vote on the decision of whether to decline participation in FAMLI, notice was given and the vote was conducted in accordance with the regulations adopted by the Colorado Department of Labor and Employment and codified at 7 CCR 1107-2.

Section 2. City Council, acting by and on behalf of the City, hereby declines full participation in FAMLI. Employees retain the right to individually opt into FAMLI benefits pursuant to 8-13.3-514 C.R.S. The City Council further directs City staff to bring the matter of revisiting the decision to decline participation in FAMLI before a future City Council by no later than eight years from tonight's vote.

INTRODUCED, READ AND ADOPTED by the City Council of the City of Aspen on the 12th day of July 2022.

rispen on the 12 day of vary r	022.
	Torre, Mayor
	appointed and acting City Clerk do certify that the copy of that resolution adopted by the City Counci, at a meeting held,2022.
	Nicole Henning, City Clerk

Dear City Staff,

The Family and Medical Leave Insurance Program (FAMLI) is a State-run family leave program that will begin to be funded by participating Colorado employers on January 1, 2023 and will provide benefits to participating employees beginning January 1, 2024.

Unfortunately, there is still much to be learned by the City about FAMLI with some decisions yet to be determined by the State of Colorado.

Since the City provides Family and Medical Leave Act (FMLA), a federal program, to eligible employees, the City does not currently believe the new state program is worth the cost to the organization or the employee. Additionally, as much about the new program remains unknown, HR will be recommending that City Council vote to "opt out" of FAMLI during the Council meeting on July 12, 2022. Current benefits allow for staff to utilize Federal FMLA for personal and family medical needs so FAMLI would be duplicative for the majority of employees because of the City's paid leave policies.

You are probably wondering why there needs to be a vote on FAMLI with City Council. Great question. The vote to "opt out" must occur ahead of the decision filing deadline with the State. If the City does not "opt out," both the employer (The City) and City staff would be required to pay into the fund starting on January 1, 2023, through payroll deductions. There are no exceptions to the payroll deductions if the employer does opt-in even if an employee chooses to never use the benefit. Specifically, if the City does not opt out, employees would be required to pay .45% (about half of a percent) of their wages to the State for this program. This amount would be deducted directly from the employee's paycheck in addition to the required contribution by the City. By City Council voting to opt out of the program, individual employees can still choose to participate on their own at the same cost directly through the state, but there would not be a mandate to participate.

By "opting out" now, the City is keeping options open. Should this program ever prove to be in the best interest for employees and the organization, the City can choose to participate and opt in at a later date. As a reminder, the City still offers many different leave benefits to assist in covering time away for personal or family medical leave reasons.

I welcome you to submit feedback or questions to me directly in the form of an email for consideration that will be used for feedback at the Council meeting.

More information pertaining to FAMLI can also be found in the <u>FAMLI poster</u> and <u>CML information</u>. Thank you.

*Please note that my email address has changed to courtney.devito@aspen.gov.



Courtney DeVito (She/Her/Hers)
Human Resources Director | Human Resources
(O): 970.429.1951 | (C): 970.309.7337 | (F): 970.797.6442
www.cityofaspen.com









My typical in-office hours are Monday-Friday, 8am-5pm

Our Values: Stewardship | Partnership | Service | Innovation



Family and Medical Leave Insurance (FAMLI)

What is FAMLI?

- Family and Medical Leave Insurance (FAMLI) was created through the Statewide voters' approval of Proposition 118 in 2020.
- FAMLI ensures Colorado workers have access to paid leave for personal medical or family reasons.
- Maximum benefit is \$1,100 a week and \$13,200 annually.
- If Council does not opt out The City will automatically become covered with City and employee premiums due beginning in 2023.





Considerations

- Cost \$250,000 annually
- The City already offers competitive leave programs Holidays, Paid Time Off (PTO), Extended Sick leave (ESL), Healthy Families and Workplaces Act leave (HFWA), Credit time and Compensatory time along with disability programs for compensation replacement.
- The City of Aspen has been watching municipal trends with the majority of Colorado municipalities opting out.







COLORADO

Family and Medical Leave **Insurance Program (FAMLI)**

Individually Opting In

• If opting out, employees will retain the option to enroll individually directly through the state.

In this case:

• Employees would receive full benefits from FAMLI at the same premium (0.45%) regardless of whether the City becomes covered.





Family and Medical Leave Ins. (FAMLI)

QUESTIONS?





MEMORANDUM

TO: Mayor Torre and Aspen City Council

FROM: Jeffrey Barnhill, Planner I

THROUGH: Phillip Supino, Community Development Director

MEMO DATE: July 5, 2022

MEETING DATE: July 12, 2022

RE: Resolution #092, Series of 2022

Fee-in-Lieu requests to City Council

REQUEST OF CITY COUNCIL:

Council is asked to review, consider, and approve the ability of specific development projects to pay Fee-in-Lieu (FIL) as the means to meet their affordable housing mitigation requirements. There are three requests in total and this action is a response to a current shortage of available Affordable Housing Certificates in the market.

Staff recommends Council approve the Resolution – providing approval for the identified properties/projects to pay FIL.

SUMMARY AND BACKGROUND:

The Affordable Housing Certificates Program – now in effect for over a decade – has been successful in providing incentive for the private sector to produce affordable housing units. Since the inception of the program, housing for more than 100 FTEs has been produced – without any public dollars being expended.

The program is dependent on two things: 1) the willingness of the private sector to successfully complete affordable housing projects, and 2) the demand for AH credits by free-market commercial and residential development to meet their mitigation requirements. The City, to encourage the program, established AH Certificates as the preferred means to provide affordable housing mitigation for single-family and duplex development. Primarily, this was accomplished by disallowing the payment of FIL for mitigation requirements above 0.1 FTEs.

A property owner pursuing a permit may pay the first 0.1 FTEs due for a given project in cash, but to the extent that additional mitigation is due above this threshold, AH Certificates must be provided to meet the mitigation calculated for the project. Please note that there are other alternatives for mitigation, such as voluntarily deed restricting the subject unit to Resident-Occupied or buying another free-market residential unit in town and deed restricting it as mitigation. However, these have not been widely utilized and are likely cost prohibitive options.

The Land Use Code has long offered a process for paying FIL over 0.1 FTEs with cash for larger mitigation requirements, but it requires a request and approval by Council, following a recommendation from P&Z. No applicant has pursued that option due to a perception that approval would be unlikely. Following is the code language that describes this process:

26.470.110.

- **C.** Provision of required affordable housing via a fee-in-lieu payment. The provision of affordable housing in excess of 0.10 Full-Time Equivalents (FTEs) via a fee-in-lieu payment, upon a recommendation from the Planning and Zoning Commission shall be approved, approved with conditions or denied by the City Council based on the following criteria:
 - 1) The provision of affordable housing on site (on the same site as the project requiring such affordable housing) is impractical given the physical or legal parameters of the development or site or would be inconsistent with the character of the neighborhood in which the project is being developed.
 - 2) The applicant has made a reasonable, good-faith effort in pursuit of providing the required affordable housing off site through construction of new dwelling units, the deed restriction of existing dwelling units to affordable housing status, or through the purchase of affordable housing certificates.
 - 3) The applicant has made a reasonable, good-faith effort in pursuit of providing the required affordable housing through the purchase and extinguishment of Certificates of Affordable Housing Credit.
 - 4) The proposal furthers affordable housing goals, and the fee-in-lieu payment will result in the near-term production of affordable housing units.

The City Council may accept any percentage of a project's total affordable housing mitigation to be provided through a fee-in-lieu payment, including all or none.

At present, there are not AH Certificates available in the marketplace. There are a number of Certificates unextinguished (approx. 40 FTEs), but they are unavailable for purchase as they are held by entities that have already dedicated their use to commercial and residential projects in the pipeline. Staff has confirmed this condition through analysis of the spreadsheet that we use to track the Certificates program and correspondence with individuals that are seeking Certificates to meet mitigation requirements associated with building permits and previous projects that have AH Deferral Agreements for working locals. Staff has also had conversations with the entities that are holding unextinguished Certificates to understand their intentions. It is clear that there is a problem in the market.

As noted above, in the 10+ year history of the Certificates Program, this is the first time that we have had multiple requests to pay FIL above the 0.1 FTE threshold. Looking at potential AH Certificates projects that are in the development pipeline, this is a condition in the market that is going to take some time to resolve.

In response, staff has established a policy and a process to facilitate these requests in a "batched" review. In Quarter 1 of this year, four property owners requested and were approved to pay FIL for their full mitigation. It is now Quarter 2. At this meeting, Council is asked to consider requests from three property owners to pay FIL for their full mitigation. These are all projects that require 1.5 FTE or less in meeting mitigation requirements and are for building permits that are in their final stages prior to issuance, or are previously completed projects that were granted mitigation deferrals for local, working residents. It is important to note that the projects that are a part of this request to pay FIL have mitigation requirements that are just a fraction of an FTE, but are over 0.1 FTE mitigation that can be paid in cash by right. It is arguably not reasonable to expect the property owners to pursue the other mitigation options offered by the code for the relatively small employee generation related to their homes.

STAFF DISCUSSION:

With staff's confirmation of the conditions in the Certificates market, it was clear that a solution needed to be identified to allow otherwise compliant development projects to proceed through the permit issuance process.

It is intended that until the shortage conditions in the market improve, that this process will occur quarterly. To participate in this "batched" request, applicants need to submit a simplified land use application, provide a letter explaining the unsuccessful efforts that have been pursued to acquire AH Credits in the market, and pay an application fee equivalent to one hour of staff time (\$325)

It is hoped that this process will accomplish the following:

- 1) provide some predictability for projects that are in the development pipeline and are nearing building permit issuance.
- 2) prevent the clogging up of P&Z and Council agendas with these requests.
- 3) maintain important components of the AH Certificates Program, so that the essentials of the program are not undermined.
- 4) Allow for a seamless and simple transition back to AH Certificates as the primary mechanism for mitigation once the market conditions improve.

In staff's view, if the process is not facilitated in this way, it would likely <u>lead to suboptimal outcomes for Community Development customers</u> that have projects that have mitigation requirements and additionally, could potentially <u>undermine important aspects of Aspen's AH mitigation system.</u>

Below are the projects that are requesting to pay FIL in this round of review. In the information provided for each, the FTE and dollar amounts of the FIL are estimates that will be confirmed and finalized as the last step of the building permit process. The land use code establishes that FIL for most residential mitigation is to be calculated at the

Staff Memo, City Council Page 3 of 4

Category 2 level, which is currently \$376,475 per FTE. These numbers will typically not change, unless a small technicality emerges in the final reviews.

- 411 Pearl Court 1.06 Cat 2 FTE / \$399,063.50 (Building Permit) (Please note that this is an increase from the letter that asks for 1.01 Cat 2 FTEs. This is due to minor changes in the building permit associated with this request from the time of the land use case submittal to this Council meeting.)
- 114 W Hopkins (Molly Gibson Residences) 1.13 Cat 4 FTE / \$269,716.36 (Building Permit) (Please note that the Molly Gibson Residences are associated with the redevelopment of the Molly Gibson Lodge and as such mitigation was approved during Planned Development review to be at Category 4, which requires a fee of \$238,687.04 per FTE [Ordinance No. 3, Series of 2015]. The Molly Gibson Residences required 2.65 Category-4 FTEs for mitigation. They purchased 1.52 Category-4 FTEs which left them 1.13 Category-4 FTEs short which they hope to mitigate with this process. [See Exhibit A])
- 815 Roaring Fork Rd .22 Cat 2 FTE / \$82,824.50 (Building Permit)

CONCLUSION AND NEXT STEPS:

With this approval, these projects will be allowed to pay FIL in meeting the AH mitigation requirements of their project. Collected funds will benefit the 150 Fund for affordable housing development.

It is likely that this process will be replicated in Quarter 3 of 2022 – sometime in early September.

RECOMMENDATIONS: Staff recommends City Council approve Resolution ___, Series of 2022, providing approval for payment of FIL for the identified properties.

EXHIBITS:

A – Letters from the applicants that were included as part of the application to request to pay FIL

B - Resolution #12, Series of 2022 - Recommendation from P&Z

RESOLUTION #092 (SERIES OF 2022)

A RESOLUTION OF THE ASPEN CITY COUNCIL APPROVING THE ABILITY OF CERTAIN DEVELOMENT PROJECTS TO PAY FEE-IN-LIEU FOR AFFORDABLE HOUSING MITIGATION REQUIREMENTS, PER MUNICIPAL CODE SECTION 26.470.110.C.

WHEREAS, The Affordable Housing Certificates Program has been established as the preferred mechanism within the Land Use Code to provide required affordable housing mitigation; and,

WHEREAS, the Land Use Code provides a process for an applicant to make a request to Aspen City Council to pay Fee-in-Lieu in meeting mitigation requirements as an alternative to Affordable Housing Certificates in Section 26.470.110.C; and,

WHEREAS, Community Development Staff has analyzed the current market conditions for Affordable Housing Certificates and has determined that there is a shortage, making it practically impossible to acquire Affordable Housing Certificates; and,

WHEREAS Community Development has presented and discussed this issue with the Planning and Zoning Commission; and,

WHEREAS, at a regular meeting on June 21, 2022, the Planning and Zoning Commission considered the requests of three property owners to pay Fee-in-Lieu in meeting affordable housing mitigation requirements, and reviewed staff's memo, and by a five - zero (5-0) vote approved Resolution #12, Series of 2022, recommending Council consideration and approval of the requests to pay Fee-in-Lieu.

WHEREAS, at a regular meeting on July 12, 2022, City Council considered the recommendations of the Community Development Department and the Planning and Zoning Commission and evaluated the requests to pay Fee-in-Lieu in meeting affordable housing mitigation requirements for specific development projects, and by a X to X (X to X) vote, approved the requests.

NOW, THEREFORE BE IT RESOLVED BY THE ASPEN CITY COUNCIL THAT:

Section 1:

The following projects are allowed to pay Fee-in-Lieu in meeting affordable housing mitigation requirements:

411 Pearl Court -1.06 Cat 2 FTE / \$399,063.50 (Building Permit) (Please note that this is an increase from the letter that asks for 1.01 Cat 2 FTEs. This is due to minor changes in the building permit associated with this request from the time of the land use case submittal to this Council meeting.)

114 W Hopkins (Molly Gibson Residences) - 1.13 Cat 4 FTE / \$269,716.36 (Building Permit) (Please note that the Molly Gibson Residences are associated with the redevelopment of the Molly Gibson Lodge and as such mitigation was approved during Planned Development review to be at Category 4, which requires a fee of \$238,687.04 per FTE [Ordinance No. 3, Series of 2015]. The Molly Gibson Residences required 2.65

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Category-4 FTEs for mitigation. They purchased 1.52 Category-4 FTEs which left them 1.13 Category-4 FTEs short which they hope to mitigate with this process.)

815 Roaring Fork Rd - .22 Cat 2 FTE / \$82,824.50 (Building Permit)

The FTE and valuations of the Fee-in-lieu as presented <u>are estimates only and will be finalized prior</u> to building permit issuance, or the termination of the deferral agreement as applicable.

Section 2:

This Resolution shall not affect any existing litigation and shall not operate as an abatement of any action or proceeding now pending under or by virtue of the ordinances repealed or amended as herein provided, and the same shall be conducted and concluded under such prior ordinances.

Section 3:

If any section, subsection, sentence, clause, phrase, or portion of this Resolution is for any reason held invalid or unconstitutional in a court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and shall not affect the validity of the remaining portions thereof.

FINALLY, adopted, passed, and approved this 12th day of July 2022.

Approved as to form:	Approved as to content:	
James R. True, City Attorney Attest:	Torre, Mayor	
Nicole Henning, City Clerk		



STAN CLAUSON ASSOCIATES INC landscape architecture.planning.resort design

400 W. Main St., Suite 203 Aspen, Colorado 81611 t.970/925-2323 f.970/920-1628 info@scaplanning.com www.scaplanning.com

11 May 2022

City of Aspen Community Development Department Attn: Jeffrey Barnhill, Planner 1

Re: Request for Cash-in-lieu Approval, Molly Gibson Residences

By email: jeffrey.barnhill@aspen.gov

Dear Jeffrey:

It is my understanding that you are responsible for handling cash-in-lieu requests for affordable housing mitigation. My client, Little Hopkins Hotel LLC, submitted their building permit application for the Molly Gibson Residences on 23 June 2020 (Permit Numbers 0047-2020-BRES & 0048-2020-BRES) and since then have pursued every available option to mitigate their 2.65 Category-4 FTE requirement.

Those efforts have resulted in four separate purchases of Category-2 credits that convert to a total of 1.52 Category-4 FTEs, leaving them 1.13 Category-4 FTEs short. One of the certificates they purchased converts to only 0.04 Category-4 FTEs, proving how exhaustive they have been in purchasing any amount they could find. Using the City's Affordable Housing Credits tracking spreadsheet, they have contacted everyone who owns non-extinguished certificates, the bulk of which are owned by one individual, and no other certificates are available.

They have also attempted to purchase free market condominium units to be converted (buy-down) into affordable housing units. This was also unsuccessful due to several buildings that prohibit deed restrictions, or the available units did not meet certain APCHA requirements.

My client is therefore requesting City Council approval to mitigate the remaining 1.13 Category-4 FTEs via fee-in-lieu as this is the only option to move forward with the project. We greatly appreciate your assistance in forwarding this request to City Council.

Sincerely yours,

Stan Clauson, FAICP, ASLA

STAN CLAUSON ASSOCIATES, Inc.



May 25, 2022

City of Aspen Attn: Jeffery Barnhill 130 S. Galena St. Aspen, CO 81611 (970) 920-5090

via email: jeff.barnhill@aspen.gov

Owner Info Attn: Lauren Scannell Elevate Development and Design No. 002, LLC PO Box 5223 Snowmass Village, CO 81615 *email:* Lauren@elevatednd.com (317) 730-3783

Re: Fee-in-Lieu Housing Mitigation for a New Single Family Residence at 411 Pearl Court, Aspen, Colorado

Dear City of Aspen Community Development Department,

We'd like to request a fee-in-lieu housing mitigation for the affordable housing, School Land Fees, Parks Fees and TDM/Air Quality. Alongside our client, our planners, and ourselves reached out and exhausted our options for trying to secure credits. It seems at this time there are no significant number of affordable housing credits available in our community. Our client understands the community's need for the fee and is prepared to provide a check for the required 1.01 Category 2 FTEs totaling a sum of \$380,239.75, for single family residence at 411 Pearl Court..

Signed:

Nick Miscione, AIA, Principal Design Architect

FORUM PHI | 815 Roaring Fork Rd - Affordable Housing Mitigation Fees

Payment per Fee in Lieu of 0.22 Category 2 FTE

Date: 2022-06-21

Applicant: Forum Phi

City of Aspen Community Development Department 130 South Galena Street, 3rd Floor Aspen, Colorado 81611

Dear Director.

Forum Phi is requesting to pay the affordable housing mitigation requirements via fee in lieu for a project at the physical address of 815 Roaring Fork Road, Parcel ID:273-512-104-010. The property is a curvilinear lot with an area of approximately 18,849 SF with an existing residence that we propose to demolish and construct a new single-family home in its place.

This project has a building permit number of 0126-2021-BRES and the affordable housing mitigation due for this permit is \$82,824.50 or 0.22 Category 2 FTE. We have been searching to purchase credits but continue to find that there are no available affordable housing credits on the market for sale. Due to this inability to secure affordable housing credits, we are requesting that we are allowed to pay fee in lieu for affordable housing mitigation through the approval process at Planning & Zoning and City Council of 0.22 Category 2 FTE.

Thank you for your consideration in this matter. We look forward to your decision.

RESOLUTION #12 (SERIES OF 2022)

A RESOLUTION OF THE ASPEN PLANNING AND ZONING COMMISSION RECOMMENDING APPROVAL BY CITY COUNCIL OF THE ABILITY OF CERTAIN DEVELOMENT PROJECTS TO PAY FEE-IN-LIEU FOR REQUIRED AFFORDABLE HOUSING MITIGATION REQUIREMENTS, PER MUNICIPAL CODE SECTION 26.470.110.C.

WHEREAS, The Affordable Housing Certificates Program has been established as the preferred mechanism within the Land Use Code to provide required affordable housing mitigation; and,

WHEREAS, the Land Use Code provides a process for an applicant to make a request to Aspen City Council to pay Fee-in-Lieu in meeting mitigation requirements as an alternative to Affordable Housing Certificates in Section 26.470.110.C; and,

WHEREAS, Community Development Staff has analyzed the current market conditions for Affordable Housing Certificates and has determined that there is a shortage, making it practically impossible to acquire Affordable Housing Certificates; and,

WHEREAS Community Development has presented and discussed this issue with the Planning and Zoning Commission; and,

WHEREAS, at a regular meeting on June 21, 2022, the Planning and Zoning Commission considered the requests of three property owners to pay Fee-in-Lieu in meeting affordable housing mitigation requirements, and reviewed staff's memo, and by a five - zero (5-0) vote approves Resolution #12, Series of 2022, recommending Council consideration and approval of the requests to pay Fee-in-Lieu.

NOW, THEREFORE BE IT RESOLVED BY THE PLANNING AND ZONING COMMISSION OF THE CITY OF ASPEN, COLORADO THAT:

Section 1:

Planning and Zoning Commission recommends the following projects be allowed to pay Fee-in-Lieu in meeting affordable housing mitigation requirements:

411 Pearl Court – Building Permit - 1.06 FTE / Category 2 - \$399,063.50

114 W Hopkins Ave – Building Permit - 1.13 FTE / Category 4 - \$269,716.36

815 Roaring Fork Rd – Building Permit - .22 FTE / Category 2 - \$82,824.50

The FTE and valuations of the Fee-in-lieu as presented <u>are estimates only and will be finalized prior</u> to building permit issuance.

Section 2:

This Resolution shall not affect any existing litigation and shall not operate as an abatement of any action or proceeding now pending under or by virtue of the ordinances repealed or amended as herein provided, and the same shall be conducted and concluded under such prior ordinances.

Section 3:

Cindy Klob, Records Manager

If any section, subsection, sentence, clause, phrase, or portion of this Resolution is for any reason held invalid or unconstitutional in a court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and shall not affect the validity of the remaining portions thereof.

FINALLY, adopted, passed, and approved this 21st day of June 2022.

Approved as to form:

Approved as to content:

Katherine Johnson, Assistant City Attorney

Attest: